THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
FEDERAL REGISTER
OF THE UNITED STATES 1934

VOLUME 9 NUMBER 182

Washington, Tuesday, September 12, 1944

The President

EXECUTIVE ORDER 9480

AUTHORIZING THE SECRETARY OF WAR TO TAKE POSSESSION OF AND OPERATE THE PLANTS AND FACILITIES OF THE TWENTIETH CENTURY BRASS WORKS, INC., LOCATED AT MINNEAPOLIS, MINNESOTA

WHEREAS, after an investigation, I find and proclaim that the plants and facilities of the Twentieth Century Brass Works, Inc., located in and around Minneapolis, Minnesota, are equipped for the manufacture and production of articles and materials that are required for the war effort, or that are useful in connection therewith; that there are existing interruptions of the operation of said plants and facilities as a result of a labor disturbance; that the war effort will be unduly impeded or delayed by such interruptions; and that the exercise, as hereinafter specified, of the powers vested in me is necessary to insure, in the interests of the war effort, the operation of these plants and facilities:

NOW, THEREFORE, by virtue of the power and authority vested in me by the Constitution and laws of the United States, including Section 9 of the Selective Training and Service Act of 1940, as amended, as President of the United States and Commander in Chief of the Army and Navy of the United States, it is hereby directed as follows:

1. The Secretary of War is hereby authorized and directed, through and with the aid of any persons or instrumentalities that he may designate, to take possession of the plants and facilities of the Twentieth Century Brass Works, Inc., located in and around Minneapolis, Minnesota, and, to the extent that he may deem necessary, of any real or personal property and other assets wherever situated, used in connection with the operation thereof; to operate or to arrange for the operation of the plants and facilities in any manner that he deems necessary for the successful prosecution of the war; to exercise any contractual or other rights of the Twentieth Century Brass Works, Inc. and to continue the employment of, or to employ, any persons, and to do any other thing that he may deem necessary for, or incidental to, the operation of the said plants and facilities and the production, sale and distribution of the products thereof; and to take any other steps that he deems necessary to carry out the provisions and purposes of this order.

2. The Secretary of War shall operate the said plants and facilities pursuant to the provisions of the War Labor Disputes Act, and during his operation of the plants and facilities shall observe the terms and conditions of the Directive Order of the National War Labor Board dated May 30, 1944, provided that the Secretary of War is authorized to pay the wage increases specified in said Directive Order, which accrued prior to the taking of possession of said plants and facilities under this order, only out of the net operating income of said plants and facilities during the period of their operation by the Secretary of War. In the event that it appears to the Secretary of War that the net operating income of said plants and facilities will be insufficient to pay the foregoing accrued wage increases, the Secretary shall make a report to the President with respect thereto.

3. The Secretary of War is authorized to take such action, if any, as he may deem necessary or desirable to provide protection for the plants and all persons employed or seeking employment therein.

4. Possession, control, and operation of any plant or facility, or part thereof, taken under this order shall be terminated by the Secretary of War within 60 days after he determines that the productive efficiency of the plant, facility, or part thereof prevailing prior to the existing interruptions of production, referred to in the recitals of this order, has been restored.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
September 9, 1944.

[F. R. Doc. 44-13991; Filed, Sept. 11, 1944; 11:05 a. m.]

CONTENTS

THE PRESIDENT

REGULATIONS AND NOTICES

(Continued on next page)

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $1.50 per month or $15.00 per year, payable in advance. The charge for individual copies (minimum 15¢) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington, D. C.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER.

NOTICE

The Cumulative Supplement to the Code of Federal Regulations, covering the period from June 2, 1938, through June 1, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at $3.00 per unit. The following are now available:

Book 1: Titles 1–3 (Presidential documents) with tables and index.
Book 2: Titles 4–9, with index.
Book 3: Titles 10–17, with index.
Book 4: Titles 18–25, with index.
Book 5, Part 1: Title 26, Parts 2–178.
Book 5, Part 2: Title 26, completed; Title 27; with index.
Book 6: Titles 28–32, with index.

CONTENTS—Continued

CONTENTS—Continued

CONTENTS—Continued

(Continued on next page)

CONTENTS—Continued

Regulations

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration (Distribution Orders)

[W.F.O. 111–1, Amdt. 1]

PART 1470—FOOD STORAGE FACILITIES

DESIGNATION OF RESTRICTED, EXCLUDED, LIMITED-STORAGE, AND CEILING INVENTORY COMMODITIES AND REQUIREMENT OF REPORTS

Pursuant to the authority vested in me by War Food Order No. 111, issued August 31, 1944 (9 F.R. 10761), and to effectuate the purposes of such order, War Food Order No. 111–1, issued August 31, 1944 (9 F.R. 10762), is amended as follows:

1. By deleting § 1470.6 (b) (12) thereof and substituting therefor the following provision:

(12) Dried and evaporated fruits during the period commencing at 12:01, a. m., e. w. t., September 30, 1944, and ending at 12:01 a. m., e. w. t., January 1, 1945, when stored within the District of Columbia or within the following states:

California, Connecticut, Delaware, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, Virginia, Vermont, Washington, West Virginia, and Wisconsin.

2. By deleting § 1470.6 (g) (1) thereof.

3. By amending § 1470.6 (h) (1) thereof to read as follows:

On Form 111–1, within fifteen (15) days after the effective date of this order, the total quantity in pounds now held in freezer space in such facility of all commodities designated in item (10) of the list of paragraph (c) hereof.

NOTE: All reporting requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 111, 9 F.R. 10761)

Issued this 9th day of September 1944.

LEE MARSHALL,
Director of Distribution.

[F. R. Doc. 44–13936; Filed Sept. 9, 1944, 11:14 a. m.]

[WFO 112]

PART 1510—YEAST

ACTIVE DRY YEAST

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of active dry yeast for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1510.1 *Restrictions relative to active dry yeast*—(a) *Definitions.* (1) "Active dry yeast" means dried, live, leavening yeast, usually grown on a molasses wort; *Provided*, That dried yeasts containing cereals or grains for use primarily as carriers are excluded from this definition.

(2) "Person" means any individual, partnership, association, corporation, business trust, or any organized group of persons, whether incorporated or not.

(3) "Manufacturer" means any person who produces active dry yeast for delivery to others, or for his use in manufacturing other products.

(4) "Government agency" means (i) the War Food Administration (including but not being limited to, any corporate agency thereof); (ii) the Army, Navy, Marine Corps, or Coast Guard of the United States (excluding, for the purposes of this order, United States Army post exchanges, sales commissaries, United States Navy ships' service departments, United States Marine Corps post exchanges, and similar organizations); and (iii) any other agency or instrumentality of the United States designated by the Director.

(5) "Deliver" means the transfer of the title to active dry yeast from the manufacturer thereof to government agency, or to some other person; and such delivery may be evidenced by execution of bill of lading, receipt, or other document acceptable to the Director.

(6) "Director" means the Director of Distribution, War Food Administration.

(7) "Order Administrator" means the person designated by the Director, pursuant to the provision hereof, to serve as the administrator of this order.

(8) "Alternate Order Administrator" means the person designated by the Director, pursuant to the provisions hereof, to serve as the alternate administrator of this order.

(b) *Restrictions.* (1) Without regard to the rights of creditors, existing contracts, or payments made, every manufacturer who owns and has in his possession active dry yeast on the effective date of this order, and every manufacturer who produces active dry yeast on or after the effective date of this order, shall promptly set aside 100 percent of said active dry yeast and thereafter hold such active dry yeast for sale and delivery to government agency. However, any manufacturer who produced active dry yeast during August 1944 may, during the remainder of the calendar year 1944 after the effective date of this order, use active dry yeast in the manufacture of other products, or deliver active dry yeast to persons other than government agency, either or both, in a total quantity not in excess of 10 percent of the quantity of active dry yeast which he produced during the calendar month of August 1944, or 10,000 pounds of active dry yeast, whichever is the lesser.

(2) No manufacturer shall use, in the manufacture of any product, active dry yeast which contains more than 8 percent of moisture by weight. No manufacturer shall deliver active dry yeast to government agency, or to others, which contains more than 8 percent of moisture by weight.

(c) *Audits and inspections.* The Director shall be entitled to make such

audit or inspection of the books, records, and other writings, premises or stocks of active dry yeast of any person, and to make such investigations, as may be necessary or appropriate, in the Director's discretion, to the enforcement or administration of the provisions of this order.

(d) *Records and reports.* (1) Within 15 days after the effective date of this order, each manufacturer shall report to the Director, on Form FDO 112–1, the following information, separately: (i) The total quantity (in pounds) of active dry yeast which he produced during the calendar month of August 1944; and (ii) the total quantity (in pounds) of active dry yeast which he owned and had in his possession at the effective time of this order.

(2) Each manufacturer shall submit reports, on Form FDO 112–2, for the month during which this order becomes effective, and for each month thereafter, showing: (i) The total quantity (in pounds) of active dry yeast which he produced during such month; (ii) the total quantity (in pounds) of active dry yeast which he delivered to government agency during that month; and (iii) the total quantity (in pounds) of active dry yeast which he owned and had in his possession at the end of that month. The report for each month shall be sent to the Director of Distribution, War Food Administration, Washington 25, D. C., Ref: War Food Order No. 112, in time to reach him on or before the tenth day of the month following the month for which such report is made and it shall contain the information required by the Director.

(3) The Director shall be entitled to obtain such additional information from, and require such additional reports, and the keeping of such records by, any person, as may be necessary or appropriate, in the Director's discretion, to the enforcement or the administration of the provisions of this order.

(4) Every person subject to this order shall, for at least two years (or for such period of time as the Director may designate), maintain an accurate record of his production of and transactions in active dry yeast.

(e) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Such petition shall be addressed to Order Administrator, War Food Order No. 112, Special Commodities Branch, Office of Distribution, War Food Administration, Washington 25, D. C. Petition for such relief shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator on the petition, he shall obtain, by requesting the Order Administrator therefor, a review of such action by the Director. The Director may, after said review, take such action as he deems appropriate, and such action shall be final. The provisions of this paragraph (e) shall not be construed to deprive the Director of authority to consider originally any petition for relief from hardship submitted in accordance herewith. The Director may consider any such petition and take such action with reference thereto that he deems appropriate, and such action shall be final.

(f) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using the material subject to priority or allocation control pursuant to this order. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(g) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order; and one such employee shall be designated by the Director to serve as Order Administrator, and one such employee shall be designated by the Director to serve as Alternate Order Administrator.

(h) *Communications.* All reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise provided herein or in instructions issued by the Director, be addressed to the Order Administrator, WFO 112, Special Commodities Branch, Office of Distribution, War Food Administration, Washington 25, D. C.

(i) *Effective date.* This order shall become effective at 12:01 a. m., e. w. t., September 16, 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 7th day of September 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–13870; Filed, Sept. 8, 1944; 12:56 p. m.]

Chapter XII—War Food Administration (Commodity Credit Orders)

[WFO 28, Termination]

PART 1600—OILSEEDS

COTTONSEED

War Food Order No. 28 (formerly Commodity Credit Corporation Order 7)

(8 F.R. 12734, 8 F.R. 15813) is hereby terminated as of 12:01 a. m., e. w. t. Sept. 8, 1944.

With respect to violations, rights accrued, or liabilities incurred under War Food Order No. 28 prior to said date, all provisions of said War Food Order No. 28 shall be deemed to remain in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, or liability.

(54 Stat. 676; 55 Stat. 236; 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 8th day of September 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44–13887; Filed, Sept. 8, 1944; 3:10 p. m.]

[WFO 113]

PART 1600—OILSEEDS

RESTRICTIONS ON PURCHASES AND USE OF COTTONSEED

The fulfillment of requirements for the defense of the United States will result in a shortage in the supply of cottonseed for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1600.10 *Restrictions on purchases and on use of cottonseed.*—(a) *Definitions.* (1) "Processor" means any person engaged in the business of producing cottonseed oil.

(2) "Manufacturer" means any person engaged in the business of producing cottonseed products other than oil.

(3) "Seed dealer" means any person engaged in the business of buying and selling cottonseed for planting purposes.

(4) "Recognized handler" means any person regularly engaged prior to August 1, 1943, in the business of purchasing and selling cottonseed.

(5) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons, whether incorporated or not, including the States of the United States, their political subdivisions and agencies.

(6) "Purchase" means to purchase, acquire by barter or exchange, or to contract to do any of the foregoing. The term "sell" shall be construed accordingly.

(7) "Cottonseed" means whole or ground cottonseed.

(8) "Damaged cottonseed" means cottonseed which has been damaged by any casualty, risk, or event insured against and may include undamaged cottonseed which, as a result of the casualty, risk, or event insured against, or of the salvage process, is so commingled with damaged cottonseed or foreign substances as to make separation impracticable.

(b) *Limitation on inventory and use of cottonseed by processors, manufacturers and seed dealers.* No processor,

manufacturer or seed dealer shall purchase or accept delivery of cottonseed of the 1944 crop in a total quantity which, taken in conjunction with the quantity of his existing supply of cottonseed, would be in excess of his processing, manufacturing, and seed sales requirements for the period ending August 15, 1945; and no cottonseed of the 1944 crop shall be used by a processor, manufacturer or seed dealer except for meeting his processing, manufacturing and seed sales requirements, or for sale to persons eligible to purchase or accept delivery of such cottonseed under this subsection or under paragraph (c) or (d) hereof.

(c) *Limitation on ginner's and recognized handler's inventory of cottonseed.* No ginner or recognized handler shall purchase or accept delivery of cottonseed of the 1944 crop if such action would result in his having on hand at any time a quantity of cottonseed of the 1944 crop exceeding the quantity for which he has contracts to sell to processors, manufacturers, and seed dealers but which he has not yet delivered, plus the greater of (1) the quantity of cottonseed of the 1944 crop purchased by him during the immediately preceding 30 days or (2) 30 tons of such cottonseed.

(d) *Restrictions on purchase of cottonseed by other persons.* No person other than a processor, a manufacturer, a seed dealer, a ginner, or a recognized handler shall purchase or accept delivery of cottonseed of the 1944 crop in a total quantity in excess of the quantity necessary to meet his planting requirements.

(e) *Prohibition on purchase and use of cottonseed for feed and fertilizer.* No person shall purchase or accept delivery of cottonseed for use as or for manufacture into feed or fertilizer, and no cottonseed purchased by or delivered to any person shall be used as or manufactured into feed or fertilizer. This restriction applies only to cottonseed in whole or ground form.

(f) *Purchase and sale of damaged cottonseed by insurers.* Notwithstanding any other provision of this order, an insurer of cottonseed which is damaged by any casualty, risk or event insured against, and any person acting on behalf of such insurer (all hereinafter called "such insurer"), may purchase and accept delivery of such damaged cottonseed. In the event that such damaged cottonseed is unsuitable for processing, manufacturing, seed sale, or planting purposes, such insurer may sell and deliver and any other person may purchase and accept delivery of such damaged cottonseed from such insurer and from any owner subsequent to such insurer for use as, manufacture into, and resale as feed or fertilizer.

(g) *Prohibition on sales.* No person shall sell cottonseed to any person if he knows or has reason to believe that the purchase thereof would be in violation of this order.

(h) *Existing contracts.* The restrictions imposed by this order shall be effective without regard to the rights of creditors, existing contracts, or payments made.

(i) *Audits and inspections.* The President of the Commodity Credit Corporation shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of cottonseed of any person, and to make such investigations, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(j) *Records and reports.* (1) The President of the Commodity Credit Corporation shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary, or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(2) Every person subject to this order shall, for at least two years (or for such period of time as the President of the Corporation may designate), maintain an accurate record of his transactions in cottonseed.

(k) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the President of the Commodity Credit Corporation, setting forth in such petition all pertinent facts and the nature of the relief sought. The President of the Commodity Credit Corporation may thereupon take such action as he deems appropriate, which action shall be final.

(l) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using the material subject to priority or allocation control pursuant to this order. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(m) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the President of the Commodity Credit Corporation. The President of the Commodity Credit Corporation is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(n) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless instructions to the contrary are issued by the President of the Commodity Credit Corporation, be addressed to the President of the Commodity Credit Corporation, War Food Administration, Washington 25, D. C., Ref: WFO 113.

(o) *Effective date.* This order shall become effective on 12:01 a. m., e. w. t., September 8, 1944.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

NOTE: All record-keeping requirements of this order have been approved by, and subsequent reporting and record-keeping requirements will be subject to the approval of, Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 8th day of September 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

[F. R. Doc. 44-13888; Filed, Sept. 8, 1944; 3:10 p. m.]

TITLE 12—BANKS AND BANKING

Chapter II—Board of Governors of the Federal Reserve System

PART 201—DISCOUNTS FOR AND ADVANCES TO MEMBER BANKS BY FEDERAL RESERVE BANKS

DISCOUNT OF NOTES, DRAFTS AND BILLS OF MEMBER BANKS

Section 201.1 (h) is amended, effective September 11, 1944, by changing the last sentence thereof to read as follows:

§ 201.1 *Discount of notes, drafts, and bills of member banks.* * * *

(h) *Determination of eligibility.* * * * The requirement of this section of the regulation that a note, draft, or bill of exchange be negotiable shall not be applicable with respect to any note, draft, or bill of exchange evidencing a loan which is in whole or in part the subject of a guarantee or commitment made pursuant to Executive Order No. 9112 or the Contract Settlement Act of 1944.

(Sec. 3, 48 Stat. 163; sec. 3, 40 Stat. 234, 42 Stat. 821; sec. 204, 49 Stat. 705; sec. 11 (i), 38 Stat. 262; sec. 402, 42 Stat. 1478, 1479, 45 Stat. 975, 46 Stat. 162; sec. 403, 42 Stat. 1479; sec. 9, 48 Stat. 180; sec. 16 (a), 48 Stat. 348; sec. 7 (a), 48 Stat. 646; 39 Stat. 753; sec. 5, 40 Stat. 235; 39 Stat. 754; sec. 404, 42 Stat. 1479; sec. 5, 47 Stat. 160; sec. 10, 40 Stat. 239; sec. 505 (b), 48 Stat. 1263; Public No. 395, 78th Congress, 58 Stat., Chap. 358; 12 U.S.C. 301, 330, 347 (b), 248 (i), 343, 347, 361, 372, 373, 348-349, 351, 352, 374, 371)

[SEAL] BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM,
S. R. CARPENTER,
Assistant Secretary.

[F. R. Doc. 44-13889; Filed, Sept. 8, 1944; 3:07 p. m.]

PART 223—FINANCING OF WAR PRODUCTION AND WAR CONTRACT TERMINATION

This regulation is based upon and issued pursuant to the Executive Order of the President, No. 9112 (7 F.R. 2367), dated March 26, 1942 (herein called the Executive Order), section 7 of the Act of June 11, 1942, 50 U.S.C. (Appendix) 1107, the Contract Settlement Act of 1944, approved July 1, 1944 (herein called the Settlement Act) and various provisions of the Federal Reserve Act, and

has been approved by the Director of Contract Settlement.[1]

Sec.
223.1 Objective of the Federal Reserve System.
223.2 Operations of the Federal Reserve Banks.
223.3 Rates.
223.4 Responsibility and expenses of Federal Reserve Banks.
223.5 Reports.

AUTHORITY: §§ 223.1 to 223.5, inclusive, issued under sec. 7, 56 Stat. 355; Pub. Law 395, 78th Cong.; 58 Stat., Chap. 358; sec. 11 (i) and (j) 38 Stat. 262; sec. 15, 38 Stat. 265; sec. 1, 48 Stat. 1105 as amended by sec. 323, 49 Stat. 714; 50 U.S.C. App. 1107; 12 U.S.C. 248, 391, 352 (a) and Supp., and E.O. 9112, Mar. 26, 1942, 7 F.R. 2367.

NOTE: §§ 223.1 to 223.5, inclusive, contained in Regulation V, Board of Governors of the Federal Reserve System, revised effective September 11, 1944.

§ 223.1 *Objective of the Federal Reserve System.* The objective of the Federal Reserve System in carrying out the purposes of the applicable provisions of the Executive Order and of the Settlement Act is to facilitate and expedite the financing of contractors, subcontractors and others in connection with war production and in connection with claims arising out of the termination of war contracts or operations. The Board of Governors of the Federal Reserve System and the Federal Reserve Banks will cooperate fully in order to achieve this objective. The Federal Reserve Banks have heretofore been designated as fiscal agents of the United States by the Secretary of the Treasury pursuant to the terms of the Executive Order and are authorized by the Settlement Act to act on behalf of the contracting agencies[2] as fiscal agents of the United States in carrying out the purposes of the Act.

§ 223.2 *Operations of the Federal Reserve Banks.* The operations of the Federal Reserve Banks pursuant to the provisions of the Executive Order and of the Settlement Act will be conducted, under the supervision of the Board of Governors of the Federal Reserve System, in accordance with such instructions as may be issued by the contracting agencies.

§ 223.3 *Rates.* Rates of interest, guarantee and commitment fees, and other charges with respect to loans made or guaranteed in whole or in part by any contracting agency through the agency of any Federal Reserve Bank will from time to time be prescribed, either specifically or by maximum limits or otherwise, by the Board of Governors of the Federal Reserve System with the concurrence of the Director of Contract Settlement.

§ 223.4 *Responsibility and expenses of Federal Reserve Banks.* No Federal Reserve Bank shall have any responsibility or accountability except as agent in taking any action under the Executive Order, the Settlement Act, or this regulation. In any case in which any Federal Reserve Bank shall make or participate in making any loan, discount, advance, guarantee or commitment as agent of any contracting agency under authority of the Executive Order or of the Settlement Act, all such funds as may be necessary to carry out any obligation assumed on behalf of such contracting agency shall be supplied by and disbursed under authority from such agency in accordance with such procedure as it may require. Each Federal Reserve Bank shall be reimbursed by each contracting agency for all expenses and losses (including, but not limited to, attorneys' fees and expenses of litigation) incurred by such Federal Reserve Bank in acting as fiscal agent of the United States on behalf of such contracting agency under or pursuant to the Executive Order or the Settlement Act.

§ 223.5 *Reports.* Each Federal Reserve Bank shall make such reports as the Board of Governors of the Federal Reserve System shall require with respect to its operations pursuant to the terms of the Executive Order or the Settlement Act and of this regulation.

[SEAL] BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM,
S. R. CARPENTER,
Assistant Secretary.

[F. R. Doc. 44-13890; Filed, Sept. 8, 1944; 3:07 p. m.]

[1] The Executive Order, section 7 of the Act of June 11, 1942, and pertinent provisions of the Contract Settlement Act of 1944 are printed in the Appendix.

[2] The term "contracting agency" is used herein with the same meaning as that given it in the Contract Settlement Act of 1944.

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 3489[1]]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

PREMIO SALES CO., INC., ET AL.

§ 3.6 (i) *Advertising falsely or misleadingly—Free goods or service:* §3.72 (e) *Offering deceptive inducements to purchase or deal—Free goods:* §3.99 (b) *Using or selling lottery devices—In merchandising.* In connection with offer, etc., in commerce, of clocks, watches, cameras, and various other articles of merchandise, (1) supplying, etc., others with pull cards or circulars having pull tabs thereon or any other lottery device for the purpose of enabling such persons to dispose of or sell any merchandise by the use thereof; (2) mailing, etc., to respondents' agents, or to distributors, or to members of the public, pull cards or circulars having pull tabs thereon or any other lottery device so prepared or printed as to enable said persons to sell or distribute any merchandise by the use thereof; (3) selling, etc., any merchandise by the use of pull cards or circulars having pull tabs thereon or any other lottery device; or (4) using the term "free", or any other term of similar import or meaning, to describe or refer to articles offered as compensation for distributing respondents' merchandise; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, Premio Sales Company, Inc., et al., Docket 3489, August 16, 1944]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 16th day of August, A. D. 1944.

In the Matter of Premio Sales Company, Inc., a Corporation, and Rose Sommers, Individually and as an Officer of Premio Sales Company, Inc.

This proceeding having been heard by The Federal Trade Commission upon the complaint of the Commission and the answer of respondents, in which answer respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts; and the Commission having duly made and issued its findings as to the facts, conclusion and order to cease and desist dated February 7, 1939; and the Commission having further considered said order to cease and desist heretofore issued, and being of the opinion that the public interest requires that a modified order to cease and desist should be issued in said cause; and the Commission having given due notice to the respondents to show cause on July 24, 1944, why this case should not be reopened for the purpose of modifying said order to cease and desist; and the Commission having considered the matter and the record herein, and having issued its order modifying said order in certain respects, issues this its modified order to cease and desist:

It is ordered, That the respondent, Premio Sales Company, Inc., a corporation, its officers and Rose Sommers, individually and as an officer of Premio Sales Company, Inc., and their respective representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of, clocks, watches, cameras, bedding, clothing, cigarette lighters and cases, silverware, chinaware, jewelry, dolls, kitchenware, pocketknives, pen and pencil sets, cosmetics, razor blades, or any other articles of merchandise in commerce as commerce is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Supplying to or placing in the hands of others, pull cards or circulars having pull tabs thereon or any other lottery device for the purpose of enabling such persons to dispose of or sell any merchandise by the use thereof.

2. Mailing, shipping, or transporting, to their agents, or to distributors, or to members of the public, pull cards or circulars having pull tabs thereon or any other lottery device so prepared or printed as to enable said persons to sell or distribute any merchandise by the use thereof.

3. Selling or otherwise disposing of any merchandise by the use of pull cards or circulars having pull tabs thereon or any other lottery device.

[1] 3 F.R. 2710, 4 F.R. 985.

4. Using the term "free," or any other term of similar import or meaning, to describe or refer to articles offered as compensation for distributing respondents' merchandise.

It is further ordered, That the said respondents shall within sixty (60) days from the date of the service of this order upon them, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied therewith.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 44-13999; Filed, Sept. 11, 1944; 11:12 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VIII—Foreign Economic Administration

Subchapter B—Export Control

[Amdt. 223]

PART 811—BLANKET LICENSE "BLT"

GENERAL PROVISIONS; MISCELLANEOUS COMMODITIES

Paragraph (f) of § 811.2 *General provisions* is hereby amended by adding to the commodities listed therein the following commodities:

Commodity	Schedule B Number
Nitrogenous Fertilizers:	
Ammonium sulphate	8505.00
Calcium cyanamide	8509.03
Calcium nitrate	8509.05
Sodium nitrate, n. e. s	8509.19
Nitrogenous phosphatic types	8540.00
Ammonium phosphate	8540.00
Urea (Uramon) for fertilizer and feed	8509.25
Nitrogenous Chemical Materials n. e. s	8509.98
Ammonium chloride	8509.98
Ammonium nitrate	8509.98
Nitrogenous Organic Waste Materials	8510.00
Phosphate Fertilizers:	
Phosphate Rock:	
Florida High Grade Hard Rock	8515.10
Florida Land Pebble	8515.20
Florida, other	8515.60
Tennessee, Idaho and Montana Rock	8515.80
Acidulated Phosphate	8519.00
Superphosphate (20 per cent)	8519.00
Concentrated superphosphate	8519.00
Phosphate Materials, other	8520.00
Potassium Fertilizers:	
Potassium chloride	8531.01
Potassium sulphate	8531.03
Potassic Fertilizer Materials (27% or more Potassium Oxide)	8531.05
Potassic Fertilizer Materials, n. e. s.	8531.98
Mixed Fertilizers:	
Prepared Fertilizer Mixtures (25% or more ammonium compound)	8551.05
Prepared Fertilizer Mixtures, n. e. s.	8551.98
Field Seeds:	
Alfalfa	2401.00
Clover, red	2402.00
Clover, other	2405.00
Alsike	2405.00
Bur clover	2405.00
Crimson	2405.00
Ladino	2405.00
Subterranean	2405.00
Sweet	2405.00
White dutch	2405.00
Timothy	2406.00
Kentucky blue grass	2407.00
Red top	2408.00
Other field seeds:	
Legumes	
Austrian winter peas	1202.50
Lespedeza	2419.00
Korean	2419.00
Kobe	2419.00
Sericia	2419.00
Other	2419.00
Vetch	
Common and Willanette	2419.00
Hairy	2419.00
Hungarian	2419.00
Purple	2419.00
Other grasses:	
Bahia	2419.00
Bermuda	2419.00
Bluegrass, Bulhous	2419.00
Bluegrass, Canada	2419.00
Bluegrass, Sanbury	2419.00
Bluestem, little	2419.00
Bromegrass	2419.00
Bromus millis	2419.00
Buffalo grass	2419.00
Canada wild rye grass	2419.00
Carpet grass	2419.00
Dallis grass	2419.00
Dropseed	2419.00
Fescue	2419.00
Chewings (includ creeping red)	2419.00
Meadow	2419.00
Sheep	2419.00
Tall	2419.00
Grama, blue	2419.00
Grama, side oats	2419.00
Millet	2419.00
Foxtail, all kinds	2419.00
Proso, all kinds	2419.00
Oatgrass, tall	2419.00
Orchard grass	2419.00
Ryegrass, common	2419.00
Ryegrass, perennial	2419.00
Sacaton alkali	2419.00
Sudan grass	2419.00
Wheatgrass, crested	2419.00
Wheatgrass, slender	2419.00
Wheatgrass, Western	2419.00
Food and feed grains (for seed):	
Barley	1011.00
Field corn	1031.00
Sorghum	2419.00
Oats	1041.00
Rice (Paddy or rough rice)	1055.00
Rye	1061.00
Wheat	1071.00
Ensilage corn seed	2419.00
Miscellaneous:	
Beans, seed	1201.50
Peas	1202.50
Peanuts	1375.00
Soybean	2210.00
Flaxseed	2220.03
Mustard	2463.90
Rape, dwarf essex (winter)	2220.20
Flower seeds	2467.00
Vegetable seeds:	
Anise	2468.90
Artichoke	2468.90
Asparagus	2468.90
Beet (except sugar beet)	2468.90
Beet, mangel	2468.90
Broccoli	2468.90
Brussels sprouts	2468.90
Cabbage	2468.90
Chinese cabbage	2468.90
Cardoom	2468.90
Carrot	2468.90
Cauliflower	2468.90
Celeriac	2468.90
Celery	2468.90
Chard	2468.90
Chicory	2468.90
Collard	2468.90
Corn, sweet	2468.90
Upland cress	2468.90
Watercress	2468.90
Cucumber	2468.90
Egg plant	2468.90
Endive	2468.90
Herbs	2468.90
Kale	2468.90
Kohlrabi	2468.90
Leek	2468.90
Lettuce	2468.90
Muskmellon	2468.90
Mustard	2468.90
Okra	2468.90
Onion	2468.90
Parsley	2468.90
Parsnip	2468.90
Pepper	2468.90
Pumpkin	2468.90
Radish	2468.90
Rhubarb	2468.90
Rutabaga	2468.90
Salsify	2468.90
Spinach	2468.90
Squash	2468.90
Tomato	2468.90
Turnip	2468.90
Watermelons	2468.90

(Sec. 6, 54, Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16325; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: September 6, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-13986; Filed, Sept. 11, 1944; 10:34 a. m.]

[Amdt. 224]

PART 801—GENERAL REGULATIONS

PROHIBITED EXPORTATIONS; MISCELLANEOUS COMMODITIES

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General License Group" the group and country designations assigned to the commodity listed below, at every place where said commodity appears in said section, is hereby amended to read as follows:

Commodity	Department of Commerce No.	General License group
Electrical machinery and apparatus		
Insulating material, n. e. s	7093.00	
Electric insulating cloth	7093.00	None
Electric insulating tape	7093.00	None
Other insulating materials, n. e. s.	7093.00	K
Vehicles—miscellaneous		
Vehicles and parts, other (include baby carriages, gocarts, and small watercraft)	7999.98	K
Wood manufactures		
Other wood manufactures	4299.00	
Advertising boards and sign boards	4299.00	None
Balsa manufactures	4299.00	None
Bamboo splits	4299.00	None
Battery separators	4299.00	None
Bearings and bushings	4299.00	None
Birch boards, compressed	4299.00	None
Blanks and blocks	4299.00	None
Built-up wood	4299.00	None
Bulletin boards	4299.00	None
Bungs	4299.00	None

Commodity	Department of Commerce No.	General License group
Wood manufactures—Con.		
Other wood manufactures—Con.		
Car strips and bracing (except lumber)	4299.00	None
Charging racks	4299.00	None
Douglas fir plywood (except aero grade)	4299.00	None
Fencing (snow and other made-up fencing)	4299.00	None
Fids	4299.00	None
Flagpoles	4299.00	None
Grain doors	4299.00	None
Insulation board, granule surface and structural	4299.00	K
Insulating strips	4299.00	None
Ladder stock	4299.00	None
Liners, shells, hoops and heads, not complete barrels	4299.00	None
Molds and patterns	4299.00	None
Pegs	4299.00	None
Pipe wood	4299.00	None
Pole brackets	4299.00	None
Presto fireplace logs	4299.00	K
Rattan	4299.00	None
Saddle stirrups	4299.00	None
Sawdust	4299.00	K
Shelves	4299.00	None
Small dimension stock softwood if not sold by m. b. f.	4299.00	None
Small wood boat parts machined to shape	4299.00	None
Sucker rods	4299.00	None
Trestles	4299.00	None
Vats and tanks, including staves except windmill tank staves	4299.00	None
Wood fiber	4299.00	K
Wood flour	4299.00	K
Other wood manufactures, n. e. s.	4299.00	K

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F. R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: September 7, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-13987; Filed, Sept. 11, 1944; 10:34 a. m.]

[Amdt. 225]

PART 808—PROCEDURE RELATING TO SHIPMENT OF LICENSED EXPORTS TO THE OTHER AMERICAN REPUBLICS

FILING PROCEDURE

Subparagraph (1) of paragraph (b) of § 808.6 *Filing Procedure* is hereby amended to read as follows:

(1) Statements of Cargo Availability made on Form FEA-138 shall be filed with the Transportation Division, Foreign Economic Administration, Room 712, 61 Broadway, New York 6, New York, except that any such form which covers shipments of newsprint shall be filed with the Foreign Economic Administration, Washington 25, D. C.

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 238, 77th Cong.; Pub. Law 397, 78th Cong.; E.O. 9361, 8 F.R. 9861; Order No. 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority No. 20, 8 F.R. 16235; Delegation of Authority No. 21, 8 F.R. 16320)

Dated: September 9, 1944.

S. H. LEBENSBURGER,
Director,
Requirements and Supply Branch,
Bureau of Supplies.

[F. R. Doc. 44-13988; Filed, Sept. 11, 1944; 10:34 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-91, Direction 1]

INVENTORIES OF DUCK IN THE HANDS OF DISTRIBUTORS OR USERS

The following direction is issued pursuant to Conservation Order M-91:

Each person, other than a United States Government agency or a producer of duck, who has in inventory more than 500 yards of Army Duck, Numbered Duck, Flat Duck or Shelter Tent Duck, shall, not later than September 16, 1944, report in writing to the War Production Board, Textile, Clothing and Leather Bureau, Washington 25, D. C., his holdings of such fabrics, stating the number of yards of each type and construction he has. He may not use any part of such inventory, except for incorporation into products to fill orders of the Army or Navy, nor may he sell or deliver any part of such inventory, except to the Army or Navy, unless he has offered his entire inventory of such fabrics for sale to the Army or Navy and has received written rejections of his offer from both the Army and Navy, or unless he is expressly authorized in writing by the War Production Board to use or dispose of all or part of such inventory. However, railroad companies may use their stocks for locomotive cab curtains, harvesting machine manufacturers may continue to use their stocks, and other persons requiring filters listed in part III of Schedule A of Order M-91 may continue to use their stocks of numbered duck for these purposes; but they must, nevertheless, report their inventory by September 16, 1944.

NOTE: The reporting requirements of this direction have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-13966; Filed, Sept. 9, 1944; 4:07 p. m.]

PART 921—ALUMINUM AND MAGNESIUM

[Supplementary Order M-1-g, as Amended Sept. 11, 1944]

ALUMINUM PIGMENT AND ALUMINUM COMPOSITION

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of aluminum for defense, for private account and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 921.9 *Supplementary Order M-1-g*—(a) *Definitions.* For the purpose of this order.

(1) "Aluminum pigment" means any material containing aluminum which is manufactured, acquired, or disposed of for use, or which is used in making paint, ink, or other coatings, or liquid welding compound.

(2) "Aluminum composition" means any paint, ink, or other coating, or liquid welding compound, in the making of which aluminum pigment is used.

(3) "Producer" means the department of Aluminum Company of America, Reynolds Metals Company, Metals Disintegrating Company, Aluminum Bronze Powder Company, Premier Bronze Powder Works, Malone Bronze Powder Works, Inc., U. S. Bronze Powder Works, Inc., Magna Manufacturing Company, which produces aluminum pigment, and any other person who may be so designated by the War Production Board.

(4) [Deleted Sept. 11, 1944.]

(b) *Restrictions upon delivery of aluminum pigment by a producer.* No producer shall deliver any aluminum pigment except pursuant to an order endorsed with a CMP allotment number in the S-2955 series, Z-2955 series or V-9 and the form of certification provided in either CMP Regulation No. 1 or 7 or in Order P-43. Such an order is an authorized controlled material order under CMP Regulations. Persons seeking to obtain aluminum pigment from a producer should apply to the War Production Board, Aluminum and Magnesium Division, on Form WPB-2360 (formerly Form CMP-13), except that where aluminum pigment is to be acquired for research, developmental or experimental activities under Order P-43, no application is necessary. A producer may refuse to accept an order for less than 100 lbs.

(c) *Deliveries of aluminum pigment and aluminum composition by any person other than a producer.* A person other than a producer may make delivery on rated or unrated purchase orders subject to the provisions of Priorities Regulation No. 1.

(d) [Deleted Sept. 11, 1944.]

(e) [Deleted Sept. 11, 1944.]

(f) [Deleted Sept. 11, 1944.]

NOTE: Paragraphs (d) (e) and (f) formerly (g), (h) and (i) redesignated Sept. 11, 1944.

(d) *Communications.* All communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Aluminum and Magnesium Division, Washington 25, D. C., Ref: M-1-g.

(e) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions

of the regulations of the War Production Board as amended from time to time.

(f) *Violations.* Any person who willfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-14006; Filed, Sept. 11, 1944; 11:42 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-610]

E. M. FLAVIN

E. M. Flavin of 5632 Gunnison Street, Chicago, Illinois, is a broker engaged in the business of buying and selling copper wire and other metals. During the period from September 4, 1942, to October 10, 1942, respondent sold and delivered copper wire of the value of $594.18 on orders which did not bear preference ratings as required by General Preference Order M-9-a. During the period from March 21, 1943, to July 16, 1943, while operating as a "warehouse" as defined by CMP Regulation 4, respondent sold and delivered copper wire of the value of $16,852.78 on orders which were neither authorized controlled material orders, nor did they bear preference ratings of AA-5 or higher as required by CMP Regulation 4. During the period from September 4, 1942 to July 16, 1943, respondent failed to keep accurate and complete records of inventories, of materials, and of details of transactions in those materials, in violation of Priorities Regulation No. 1. E. M. Flavin was familiar with the provisions of General Preference Order M-9-a, CMP Regulation 4, and Priorities Regulation No. 1, and his actions constituted wilful violations of these orders.

These violations have hampered and impeded the war effort of the United States by diverting scarce materials to uses unauthorized by the War Production Board. In view of the foregoing, it is hereby ordered that:

§ 1010.610 *Suspension Order No. S-610.* (a) E. M. Flavin, individually or doing business under any other name, his successors and assigns, shall not accept delivery of, sell, transfer, deliver, or otherwise deal in any copper or copper base alloy wire or cable as governed by Copper Order M-9, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve E. M. Flavin, individually or doing business under any other name, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except in so far as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on September 8, 1944, and shall expire on December 31, 1944.

Issued this 1st day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-13893; Filed, Sept. 8, 1944; 4:15 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-616]

DORIS LACHMAN JOSPEY

Doris Lachman Jospey of 5636 Michigan Avenue, Detroit, Michigan, between January 1 and May 15, 1944, began construction at that address on premises owned by her. She had received permission from the War Production Board to expend $3,500 in such construction. Notwithstanding this limitation, she expended $10,000 in construction on the premises. Doris Lachman Jospey was aware of Conservation Order L-41, and her doing this construction in excess of the authorization constituted a wilful violation of Conservation Order L-41.

This violation of Conservation Order L-41 has diverted critical materials and facilities to uses not authorized by the War Production Board, and has hampered and impeded the war effort of the United States of America. In view of the foregoing, it is hereby ordered, that:

§ 1010.616 *Suspension Order No. S-616.* (a) Neither Doris Lachman Jospey, her successors or assigns, nor any other person, shall do any construction on the premises at 5636 Michigan Avenue, Detroit, Michigan, including putting up or altering the structure, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Doris Lachman Jospey, her successors or assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

Issued this 8th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-13894; Filed, Sept. 8, 1944; 4:15 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-618]

MRS. J. C. BLACKWELL

Mrs. J. C. Blackwell of 1139 South Water Street, Wichita, Kansas, in November of 1943, began and thereafter continued construction of a new family residence at 4309 South Broadway, Wichita, Kansas, without authorization from the War Production Board. The estimated cost of this construction was in excess of $1,500, which amount exceeded the limit of $200 permitted by Conservation Order L-41, and was in violation of that order. Mrs. J. C. Blackwell was aware of the War Production Board restrictions on construction and the beginning and carrying on of this construction without authorization constituted a wilful violation of Conservation Order L-41.

This violation of Conservation Order L-41 has diverted critical materials to uses not authorized by the War Production Board, and has hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.618 *Suspension Order No. S-618.* (a) Neither Mrs. J. C. Blackwell, her successors or assigns, nor any other person, shall do any construction on the premises at 4309 South Broadway, Wichita, Kansas, including putting up or altering the structure unless hereafter specifically authorized in writing by the War Production Board and the Federal Housing Administration.

(b) Nothing contained in this order shall be deemed to relieve Mrs. J. C. Blackwell, her successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

Issued this 8th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-13895; Filed, Sept. 8, 1944; 4:15 p. m.]

PART 984—LEAD

[General Preference Order M-38, as amended Sept. 9, 1944]

§ 984.1 *General Preference Order M-38*—(a) *Definitions.* For the purposes of this order:

(1) "Lead" means and includes lead metal (including antimonial lead) in refinery shapes, whether produced from foreign or domestic ores, from scrap or drosses, or from any other lead-bearing material.

(2) "Lead base alloy" means any alloy containing 50% or more of lead metal by weight.

(3) "Refiner" means any person who produces lead as hereinbefore defined and includes any person who has such lead produced for him under toll agreement.

(4) "Dealer" means any person who procures lead either by importing or from domestic sources for sale or resale without change in form, whether or not such person receives title to or physical delivery of the material, and includes selling agents, warehousemen, and brokers.

(b) *Directions as to deliveries*—(1) *Delivery schedules.* The War Production Board may from time to time issue special directions requiring any refiner or dealer to file a report showing a schedule of his proposed deliveries of lead.

(2) *Withheld deliveries.* The War Production Board may from time to time require each refiner to set aside from his production of lead during any calendar month or other specified period (including therein lead produced for him by others under toll agreement, but excluding lead produced by him for others under toll agreement) a quantity to be determined and specified by the War Production Board and to be delivered by such refiner only pursuant to the specific written authorization of the War Production Board. Any amount so set aside shall be excluded from the refiner's schedule of proposed deliveries filed under the provisions of subparagraph (b) (1) above.

(3) *Lead from Metals Reserve Company.* Any person unable to obtain lead from regular sources of supply and wishing to procure lead from the Metals Reserve Company, must make application by written communication to the War Production Board.

(4) *Allotment of purchase orders.* The War Production Board may in its discretion require any person seeking to place a purchase order for lead to be delivered by a refiner or dealer to place the same with one or more particular refiners or dealers.

(c) *Reports.* After January 1, 1944, a quarterly report shall be filed on the 20th of April, July, October and January on Form WPB 95 by each dealer in pig lead or manufacturer of lead-bearing products who either sold or consumed forty tons or more of lead during the preceding calendar quarter, or had in his possession or under his control twenty tons of lead on the last day of the preceding calendar quarter. However, manufacturers of lead-bearing products shall file, not later than the 20th of January, 1944, a report on Form WPB 95, covering December, 1943, where required to do so by instructions on such form.

(d) *Prohibited uses of lead.* No person shall use lead or lead base alloy in the manufacture of any item on List A of this order or in the manufacture of any component material or part of such item, or for any purpose specified on List A.

(e) *Exceptions, appeals and communications*—(1) *Exceptions under Priorities Regulation 25.* All requests for exceptions from the restrictions on use of lead in paragraph (d) and List A (except for use of foil in packaging specified in item (11) (a) of List A) must be filed under Priorities Regulation 25. Some other orders of the War Production Board contain restrictions on the use of lead or lead base alloys. An authorization granted under Priorities Regulation 25 will not waive the other restrictions unless the order containing them or a direction to Priorities Regulation 25, states that it will. In the absence of such a statement, it is also necessary to get relief from the restrictions of the other order in the manner provided in that order. Attention is called especially to the restrictions on the use of lead alloys containing tin in Order M–43, cadmium in Order M–65, and bismuth in Order M–276.

(2) *Appeals.* Exceptions from the delivery restrictions of paragraph (b) or the reporting requirements of paragraph (c) may be requested only by filing an appeal. Appeals are also the only means of getting exceptions from the prohibition of the use of lead foil for packaging purposes described in Item (11) (a) of List A. Appeals must not be filed as to any other items on List A. An appeal shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal. The appeal shall be filed with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(3) *Other communications.* All other communications about this order should be addressed to the War Production Board, Tin-Lead-Zinc Division, Washington 25, D. C., Reference: M–38.

(f) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(g) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) [Deleted Sept. 9, 1944]

NOTE: These reporting requirements have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A

(1) Automobile body solder (except for repair purposes).
(2) Ballast or keels for pleasure boats.
(3) Building supplies as follows (except as a coating material):
(a) Gutters and leaders for residential buildings under three stories in height
(b) Ornamental work
(c) Puttyless frames
(d) Sash weights
(e) Spandrels
(4) Buttons, badges, emblems and regalia (except for sale to the Army or Navy of the United States, the War Shipping Administration or the United States Maritime Commission).
(5) Costume jewelry, novelties and trophies.
(6) Caskets (except for metal liners as permitted under paragraph (c) (1) of Limitation Order L–64, as amended, and where any such metal liner is to be used to comply with federal, state, or local government laws and regulations requiring hermetical sealing)
(7) Casket hardware, except
(a) Name plates manufactured from secondary antimonial lead weighing not more than 14 ounces; and
(b) Casket handle arms manufactured from secondary antimonial lead provided the quantity of such lead used for this purpose does not exceed three pounds per casket.
(8) Glass for ornamental purposes.
(9) Tennis court markers.
(10) Games or toys.
(11) Foil for the following purposes:
(a) Packaging cigarettes, tobacco, cigars, candy, gum, beverages or fluids (except cap inserts for medicinals)
(b) Permanent wave hair pads
(c) Tinsel
(d) Seals and labels
(12) Statuary and art goods (except church goods as defined in Limitation Order L–136).
(13) Weights for bats, decoys, dresses, golf clubs, saddles, darts and arrows.
(14) Any decorative purposes.

[F. R. Doc. 44–13932; Filed, Sept. 9, 1944; 10:55 a. m.]

PART 3270—CONTAINERS

[Limitation Order L–317 as Amended Sept. 9, 1944]

FIBRE SHIPPING CONTAINERS; MANUFACTURE AND USE

The fulfillment of requirements for the defense of the United States has created shortages in the supply of materials en-

tering into the production of fibre shipping containers for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3270.6 *Limitation Order L–317*—(a) *"Fibre shipping container"*. For purposes of this order, the term "fibre shipping container" means the following items:

(1) Any box, crate, case, basket, inner carton, hamper or sleeve in set-up or knock-down form which is made in whole or in part from solid fibre (.045 or heavier) or corrugated fibre and which is used for the delivery or shipment of materials. This does not include the following: trunks, luggage, or military locker boxes; fibre cans, tubes or drums. It also does not include combination wood-and-fibre shipping containers consisting of fifty per cent or more wood (by area).

(2) Any solid fibre (.045 or heavier) or corrugated fibre sheet or any corrugated fibre roll to be used for wrapping, packaging, or otherwise protecting a product or material for shipment. This does not include corrugated or solid fibre sheets produced for delivery to plants, of the type commonly referred to in the container manufacturing industry as "sheet plants" for their use in manufacturing fibre shipping containers. It also does not include corrugated or solid fibre sheets produced for delivery to cleated box manufacturers for use in manufacturing shipping containers made of corrugated or solid fibre sheets attached to wooden cleats.

(3) Any solid fibre (.045 or heavier) or corrugated fibre interior fitting which is cut to size for use in any type of container to provide content protection, structural strength, or both. This includes, but is not limited to, the following: partitions; pads; liners; sun bursts; corrugated wrappers (single-faced, double-faced, double-walled).

(b) *"User"*. The term "user" means any person who uses fibre shipping containers for the shipment or delivery of materials in connection with his business.

(c) *"Containerboard content"*. The term "containerboard content" means the amount of solid fibre (.045 or heavier) or corrugated fibre containerboard in a fibre shipping container. This amount is computed both in terms of weight and in terms of square feet.

Manufacture and Delivery Prohibitions

(d) *General.* No person shall manufacture or deliver any new fibre shipping container which he has reason to believe will be used or accepted in violation of any provision of this order. No person shall deliver any new fibre shipping container (including "reshippers" defined in paragraph (m)) to any user except the Army or Navy unless the user furnishes with each purchase order a certification, signed as provided in Priorities Regulation 7, in substantially the following form:

The undersigned purchaser certifies, subject to criminal penalties for misrepresentation, that he is familiar with Order L–317 of the War Production Board, and that the fibre shipping containers (or reshippers) covered by this purchase order will not be accepted or used in violation of the terms of that order.

If the user places a rated order, instead of the foregoing certification he may add to the certification of the rating (paragraph (v) of P–146) the following sentence: "The undersigned also certifies that the fibre shipping containers (or reshippers) covered by this purchase order will not be accepted or used in violation of the terms of Order L–317". The person receiving either certification shall be entitled to rely on it as a representation of the user unless he knows or has reason to know that it is false. The standard certification in Priorities Regulation 7 may not be used instead of the certification required by this paragraph.

(e) *Prohibited types (Schedule I).* No person shall manufacture, from solid fibre (.045 or heavier) or corrugated fibre, any container of the types listed in Schedule I of this order.

Use Prohibitions

(f) *Prohibited uses*—(1) *Schedule II.* Schedule II of this order lists certain products which may not be packed in new fibre shipping containers and certain other products which may not be packed in less than specified quantities, in new fibre shipping containers. No user shall accept or use any new fibre shipping container for any product in violation of Schedule II. This restriction does not apply to (i) containers used for wholesalers' or retailers' deliveries (as defined in Schedule III of this order), (ii) empty containers used by the Army or Navy, or (iii) containers which are quota exempt under paragraph (t) below.

(2) *Carlining.* No person shall use in the shipping of any product any new solid fibre (.045 or heavier) or corrugated fibre sheet or roll as carlining except where needed for door-blocking. When such sheet or roll is used for door-blocking, only the necessary practicable minimum quantity shall be used.

(g) *V-boxes and W-boxes.* No user shall use any new V-box or W-box for packing any product except for delivery against military or Lend-Lease orders which specify that V-boxes or W-boxes be used. No user shall accept delivery of any V-boxes or W-boxes unless he has reason to believe that he will need them for the use permitted in this paragraph. The restrictions of this paragraph shall not apply to empty V-boxes or W-boxes used by the Army or Navy. The term "V-boxes and W-boxes" means shipping containers of the types designated as V–1, 2, 3 and W–5 and 6, in joint Army and Navy Specifications JAN–P–108 dated June 30, 1944, and parallel specifications; and in War Food Administration Export Packing Specification FSC No. 1742–E.

Quota Restrictions

(h) *Quota products (Schedule III).* Schedule III of this order lists certain products, and certain types of container uses. Beginning as of October 1, 1943, users are permitted to accept delivery of or use only a limited amount of new fibre shipping containers for packing any of the listed products (or for any of the listed uses), during each 3-month period (exclusive of amounts which are quota-exempt under paragraph (t) below). The limited amounts are called "quotas". The 3-month periods are called "quota periods". As explained below, there are two types of quotas—"footage quotas" and "tonnage quotas".

(h–1) [Deleted Aug. 4, 1944.]

(i) *Quota restriction.* During any 3-month quota period, the total containerboard content of the new fibre shipping containers accepted or used by any user for packing any Schedule III product (or for any Schedule III use) shall exceed neither his footage quota nor his tonnage quota. Quotas are to be computed in accordance with the next five paragraphs below. (The restrictions of this paragraph shall not apply to empty containers used by the Army or Navy or to containers which are quota-exempt under paragraph (t) below).

(i–1) *General rules pertaining to quota computations*—(1) *Interchanging of quotas.* Quotas are not interchangeable as between separately listed Schedule III items. However, where several products are included within the same Schedule III item (as for instance "CDGS–651–Jewelry, Toilet Sets, Cigarette Holders, etc.—50%") the user may distribute his quota for that item among those products as he sees fit. In computing his quota for any Schedule III item (other than "retailers' or wholesalers' deliveries" as defined in Schedule III) the user must not include in his base, the amount of containerboard used during the base period for packing any Schedule II product which is included in the item.

(2) *Quota bases.* It will be noted that alternative quota bases may be selected under paragraphs (j) through (m). A user must use the same quota base for all purposes, for the same Schedule III item. For instance, he cannot use the corresponding calendar quarter of the base year for figuring his footage quota under paragraph (j) and twenty-five per cent of the entire base year for the purpose of figuring his tonnage quota for the same item under paragraph (k). Likewise a user may not change his method of computing his quota in the course of any calendar year except that he may switch from the quarterly to the calendar year base for the third and fourth quarters of 1944; *Provided,* That he does this for both quarters.

(j) *Computing footage quotas.* A user's "footage quota" for any calendar quarter for any Schedule III item (or use) shall be computed by applying the quota percentage listed in Schedule III for that item (or use) to either of the two following bases at the user's option:

(1) The containerboard content (in terms of square feet) of the new fibre shipping containers, used by him during the corresponding three-month period in 1942 (or other year if specified) for packing all of the products included in the item (or for that use).

(2) Twenty-five per cent of the containerboard content (in terms of square feet) of the new fibre shipping containers used by him during all of 1942 (or other year if specified) for packing all of the products included in the item (or for that use).

(k) *Computing tonnage quota.* A user's "tonnage quota" for any calendar quarter for any Schedule III item (or use) shall be computed by applying the quota percentage listed in Schedule III for that item (or use) to either of the two following bases at the user's option:

(1) The containerboard content (in terms of weight) of the new fibre shipping containers used by him during the corresponding three-month period in 1942 (or other year if specified) for packing all of the products included in the item (or for that use).

(2) Twenty-five per cent of the containerboard content (in terms of weight) of the new fibre shipping containers used by him during all of 1942 (or other year if specified) for packing all of the products included in the item (or for that use).

In the case of a Schedule III item, the amount resulting from the computation required by this paragraph may be increased to the extent permitted in the next paragraph.

(l) *Minimum pack allowance.* In order to take advantage of this paragraph a user must waive the privilege, given to him by paragraph (i–1) of this order, of distributing his quota for an item among the several products included in the item as he sees fit. He must distribute his quota (both footage and tonnage) among those products in exactly the same proportion as he did during the base period he has selected. If he does this, and if his tonnage quota for any particular product (within the item) is not enough for a "minimum pack" of that product, his tonnage quota for that product is increased to the extent needed for a "minimum pack". However, the footage quota for that product is not increased.

"Minimum pack" means the amount of a particular Schedule III product (within an item) packed in new fibre shipping containers by the user during the corresponding three-month period of the base year applicable to that product (or twenty-five per cent of the amount so packed during the entire base year if he has chosen this base for his tonnage and footage quotas) multiplied by the quota percentage listed in Schedule III for that product.

(m) *Adjustments for "reshippers".* For quota purposes, "reshippers" shall be treated as though they were new fibre shipping containers. Accordingly, the containerboard content of all reshippers used by a user during the corresponding quarter of the base year (or twenty-five per cent of that used by him during the entire base year if he has chosen this method of computing his footage and tonnage quotas) for packing the products included in a Schedule III item may be included in figuring his footage and tonnage quotas for that item (paragraphs (j) and (k) above). Likewise, the containerboard content of all reshippers accepted or used by a user during any quota period for packing the products in any Schedule III item shall be charged to his footage and tonnage quotas for that item. The term "reshippers" means new fibre shipping containers in which empty inner containers (such as glass jars, cans, etc.) are shipped to a packer and which are then used by the packer for shipping or delivering inner containers packed by him with some product. Paragraph (d) prohibits any person from delivering reshippers to any user unless the user furnishes with each purchase order the certification required by that paragraph.

Packing specifications

(m-1) *Packing specifications for certain products—Schedule IV.* Schedule IV lists products which may only be packed in new fibre shipping containers in accordance with the provisions of that schedule. No user (except a "small user"—see paragraph (s)) shall pack those products in new fibre shipping containers except in accordance with those provisions.

Furthermore, no user shall use for packing any Schedule IV item, any new fibre shipping container of a style or design requiring the use of more containerboard, per unit packed, in its manufacture than those he most commonly used for that item during the season when he last packed it. The only exceptions to this paragraph (m–1) are the following:

1. Any fibre shipping container which was in process of manufacture on or before August 4, 1944 may be used to pack any Schedule IV product without regard to the provisions of that schedule or of this paragraph.

2. The provisions of this paragraph and those of Schedule IV do not apply to the use of fibre shipping containers to make deliveries to the Army, the Navy, the Maritime Commission, the War Shipping Administration or any United States agency making Lend-Lease purchases, when packaging specifications received in connection with such deliveries require deviations from the standards set forth in that schedule.

3. The provisions of this paragraph and of Schedule IV do not apply to the use of empty containers by the Army or the Navy.

Inventory Restrictions

(n) *Inventory restrictions.* No person shall accept delivery of, or have set aside for his account, any containers which will increase his inventory of unfilled new fibre shipping containers (including those held by others for his account as well as those he has on hand) to more than his maximum permitted inventory. He may figure his maximum permitted inventory in either (but not both) of two ways—"over-all" basis or "individual-item" basis.

(o) *Over-all basis.* On the over-all basis, his maximum permitted inventory of all sizes and types shall be no more than a combined total of 1½ carloads.

(p) *Individual-item basis.* On the individual-item basis he figures a separate inventory for each "container item class." In each class he figures how many he will need to meet his reasonably anticipated requirements in the next 30 days (as restricted by a quota on Schedule III, if any). If that is more than 1200 complete sets of that class his inventory for that class is his 30-day requirement; if not, it is 1200. The total of all his classes figured in this way will be his maximum permitted inventory, which he may divide among his several sizes and types as he sees fit. A "container item class" includes all new fibre shipping containers of the same or similar sizes and types currently being used by him. (A variation in size or type which does not make a container unsuitable for shipping the same amount of a product in substantially the same shape and form shall not be considered as representing a different size or type.)

(q) *Seasonal-foods and military exceptions.* The 30 day supply maximum in paragraph (p) above shall not apply to requirements for packing seasonal foods or to the Army's or Navy's requirements for empty new fibre shipping containers. Instead the "practicable minimum working inventory" provision in § 944.14 of Priorities Regulation 1 (and Interpretation 1a of that regulation) shall apply in those cases.

Multiple-Unit Organizations

(r) *Multiple-unit organizations.* Any user who uses new fibre shipping containers at more than one place may choose to apply the quota and inventory restrictions and the percentage specifications of Schedule IV of this order either to the operations of each place separately or to the collective operations of all his places. The same choice as to the inventory restrictions is available to any container-distributor who deals in new fibre shipping containers at more than one place. After making his choice, no person shall thereafter change it unless authorized by the War Production Board. Any user or container-distributor organization which consists of a parent corporation and one or more wholly-owned subsidiary corporations may consider

itself as a single user or distributor for the purposes of this paragraph.

Exceptions and Exemptions

(s) *Small-user exception.* The quota restrictions of paragraph (i) and the packing specifications of paragraph (m–1) above do not apply to any user during any calendar year in which he accepts no more than a total of $500 worth (cost price to him) of new fibre shipping containers for all products (whether or not on Schedule III or IV).

(t) *Use and quota exemptions for certain government orders.* The use prohibitions of paragraph (f) above and the quota restrictions of paragraph (i) above do not apply to new fibre shipping containers which are used by any user (whether a manufacturer or a distributor) for delivering any product to any of the following persons or which are used by any user for delivering any product to be redelivered by another party (without further processing, fabrication, or incorporation into any other product, exclusive of wholesalers' and retailers' minor finishing or decorative operations as mentioned in Schedule III) to any of the following persons:

(1) The U. S. Army or Navy (exclusive of post exchanges or ship's service departments located within the 48 states and the District of Columbia).

(2) The Maritime Commission; the War Shipping Administration; or to other persons pursuant to authorization by the Maritime Commission on Form WPB–646 (formerly PD–300).

(3) Any U. S. agency making Lend-Lease purchases.

New fibre shipping containers used for those purposes may be regarded as being in addition to the user's quota for the product involved.

(u) *Exceptions for stocks in transit or on hand.* Any user may use for the purpose for which he acquired them any new fibre shipping containers which were in his possession or which were in transit to him on or before October 11, 1943. In the case of any product added to Schedule II after that date he may use for that product the containers which he had acquired or which were in transit to him for that product on or before the date on which the item was added to the schedule. These exceptions are subject to the quota restrictions of paragraph (i).

Miscellaneous Provisions

(v) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter, referring to the particular provision appealed from and stating fully the grounds for the appeal.

(w) *Communications.* All communications concerning this order shall, unless otherwise directed, be addressed to: War Production Board, Containers Division, Washington 25, D. C., Ref: L–317.

(x) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(y) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States, is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or accepting further deliveries of or from processing or using material under priority control and may be deprived of priorities assistance.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

SCHEDULE I—PROHIBITED TYPES OF CONTAINERS

Paragraph (e) of Order L–317 prohibits the manufacture of the following types of containers from solid fibre (.045 or heavier) or corrugated fibre.

a. Bottle and can carry-outs
b. Counter boxes
c. Display-shippers
d. Laundry boxes and laundry shells
e. Retail gift boxes

SCHEDULE II—PROHIBITED USES

NOTE: Schedule II amended Sept. 9, 1944.

Pursuant to paragraph (f) of Order L–317, users' acceptance or use of new fibre shipping containers for packing the products listed below (or, where specified below, for packing less than a specified quantity of certain products listed below) is prohibited. Some exceptions from this prohibition are allowed in paragraphs (t) and (u) of the order. In addition, paragraph (f) specifies that its prohibition does not apply to containers used for wholesalers' or retailers' deliveries (as defined in Schedule III). However, new fibre shipping containers so used for any product below must be charged to the wholesaler's or the retailer's over-all quota under Schedule III.

a. Paper products:
Catalogues.
Magazines, including house organs.
Posters.
Punch boards.
b. Fresh fruits and vegetables, except apples, grapes, limes, mushrooms, pears, tomatoes and rhubarb.
c. Building Materials:
Building brick (except glass brick).
Cement—except household.
Corks—except pipe coverings and insulation board.
Flooring, wood, molding, mopboards, trim and wainscoting.
Insulation board, rigid (except insulating tile and panel and cork insulation board.
Non-rigid insulation—(except blocks, batts, blankets, and formed and/or metal-encased insulation)
Plaster—cement, lime, gypsum (this does not include dental, orthopedic, and industrial-mold grades)
Sash and doors, except glazed, not finished further than primed
Shingles (except asbestos siding shingles and asphalt shingles which are on Schedule III)
Tile—except acoustical, asphalt, and glazed or unglazed floor, wall or facing tile
d. Textiles (except clothing):
Awnings
Blankets and comforters—less than 6 per package
Carpets and carpeting
Mattresses—less than 4" thick
Rugs
Tents
Waste wiping rags
e. Hardware:
Buckets and pails—wood or metal (except metal pails manufactured solely for use as dairy and milk pails and except porcelain-enameled pails)
Cans—refuse, garbage
Garden and farm tools, 18" or more in length—including but not limited to: Hose, rakes, shovels
Handles, 18" or more in length—including but not limited to: shovels, picks, axes, etc.
Wash tubs—wood or metal
f. Glass products:
1-pt. home canning jars—less than 24 per case
g. Horticultural items:
Bulbs
Ornamental shrubs
Seeds (flower)
h. Miscellaneous:
Advertising displays of all kinds, including but not limited to floor, window and counter displays, dispenser type displays and sign boards.
Athletic uniforms
Ball bats
Baskets—wicker, splint, etc.
Bridles
Brooms and broom handles, except as listed on Schedule III.
Charcoal—except activated carbon
Coal
Cones—fir or pine
Fertilizers
Furniture—lawn and porch (except glass parts)
Furniture—unfinished, set-up (except glass parts)
Horse collars
Hose—rubber and fabric, except wire inserted
Ironing boards
Ladders
Linoleum and printed floor coverings—rugs and rolls
Mops—except oil mops
Nuts: unshelled, except soft shelled English Walnuts (of Mayette, Willson Wonder, Klondike, Bijou, and Momnoth Mayette varieties), Schley Pecan and Non-pareil Almonds.
Peanuts, unshelled
Peat moss
Rope, string and twine
Rope, string and twine
Saddles
Trunks (in carload lots)
Whips and crops

SCHEDULE III—PRODUCTS AND USES SUBJECT TO QUOTAS

NOTE: Schedule III amended Sept. 9, 1944.

Paragraph (i) of Order L–317 places quotas on the amount of new fibre shipping containers (including reshippers as defined in paragraph (m) of the order) that may be accepted or used for packing the products or for the types of uses listed below. The percentage listed opposite the item is to be used in figuring the quotas. The base year is 1942, unless another year is specified in the schedule, for example, "Mirrors (1943)". As explained in paragraphs (i–1) through (m), alternative bases (100 per cent of the corresponding three-month period in the base year or twenty-five per cent of the entire base year) may be selected for quota computations.

Code numbers in front of some items (for example, CDGS–429 Batteries: dry cell) refer to the code numbers on the Official CMP Product List set out in "Products and Priorities" published monthly by the War Production Board, the latest copy of which may be found in any War Production Board office or obtained from the United States Government Printing Office. Each such item covers every product listed under that code num-

ber and group name in the list. In order to find out whether any product is covered by a code number, follow the directions in the front of "Products and Priorities". The restrictions of this order apply to the product even though it may not contain copper, steel or aluminum (controlled materials). An asterisk indicates that there is no code number for the product.

Quotas must be computed and kept separately for each separately listed item in this Schedule. They may not be transferred from one such item to another. However, where a listed item covers several different products (as is the case with most code numbered items and some asterisked items) quotas may be computed for the item as a whole and distributed among the various products within the item as the user sees fit. For further rules which must be followed in figuring and making charges against quotas, see paragraphs (h) through (m).

The products listed below do not include repair parts, which are not restricted by the order.

NOTE: Items marked with an asterisk cover products that are not covered by code numbers.

RESTRICTED PRODUCTS

Code	Product	Quota
		Percent
(*)	Adhesives, household: including but not limited to glue, paste, etc.	70
PLUM-586	Air (warm) distribution equipment: registers, smoke pipe, ducts, 1943	70
(*)	Albums, scrap books, diaries, drawing books, cutouts	50
(*)	Amusement equipment: automatic phonographs and gaming machines as defined in L-21, pool and billiards	50
(*)	Animal proprietary drug remedies	80
CDGS-424	Appliances, cooking or heating; commercial electric	70
CDGS-425	Appliances, cooking or heating; domestic electric	60
CDGS-426	Appliances, not cooking or heating; commercial electric (1943)	70
CDGS-427	Appliances not cooking or heating: domestic electric (except flat irons)	60
(*)	Art supplies	70
(*)	Artificial fruit, flowers and plants	50
(*)	Athletic equipment and sporting goods not otherwise listed on Schedule II or III	70
(*)	Automotive polish, waxes and cleaners	70
CDGS-675	Baby carriages and other baby conveyances	70
(*)	Bags: school, shopping	60
TEX-907	Baskets, hampers: canvas	85
CDGS-429	Batteries, dry cell	80
CDGS-543	Bed springs and inner-spring mattresses	60
CDGS-694	Beds, couches: dual sleeping and seating equipment	70
CDGS-657	Bells and gongs: not electric	70
(*)	Beverages: distilled spirits, as defined in Schedule VI of Order L-103-b	70
(*)	Beverages: malt, as defined in Schedule VI of Order L-103-b	70
(*)	Beverages: wines	70
(*)	Beverages: non-alcoholic, as defined in Schedule VI of Order L-103-b	70
(*)	Books	70
TEXT-679	Brushes, floor sweeps, brooms: wire, bristle (synthetic and natural), fibre, broomcorn, hair, fabric (except those listed in Schedule II)	70
CORK-721	Building material accessories, asbestos (except as otherwise listed)	50
BLDG-723	Building products: non-metallic: metal reinforced (except items on Schedule II)	50
BLDG-705	Building products: sheet metal	50
BLDG-700	Building products: wire fabricated	50
LUMB-743	Buildings: prefabricated wooden	50
(*)	Building products and materials not otherwise listed, except cork insulation board	50
PLUM-591	Burners: gas conversion: domestic	50
PLUM-592	Burners: oil: domestic	50
(*)	Calendars, blotters	50
(*)	Candles	70
(*)	Cases: for personal use for holding such articles as combs, files, knives, toilet sets, manicuring sets, and spectacles (not shipping containers or luggage)	60
CDGS-685	Castiron ware	50
(*)	Chewing gum	80
(*)	Chinaware, glassware, porcelainware, plasticware, woodenware, clay and potteryware (for food preparation and serving); including but not limited to plates, dishes, cups, saucers, bowls, platters, baking dishes and pitchers (except tumblers other than cut, footed or stem)	70
	baking dishes, and pitchers	70
(*)	China, glass, porcelain, wooden, plastic, clay and potteryware (not for food preparation and serving), including but not limited to vases, pots, statues, decorative products, and art products (but not including scientific, laboratory, hospital and industrial ware, or shades and reflectors, lantern globes and lamp chimneys)	50
(*)	Cleaning preparations—household, including but not limited to: polishes, waxes, bleaches, bluing, laundry starch, water softening compounds, cleaning compounds, wall paper cleaner, glass cleaner, deodorants, toilet bowl cleaner and drain pipe solvents	80
CDGS-654	Clocks, watches, chronometers (except alarm clocks)	70
CONT-640	Closures: metal: not home canning: and crowns: metal: not beverage: for glass containers	85
(*)	Clothing and clothing accessories (not otherwise listed), including but not limited to suits, overcoats, topcoats, raincoats, shirts, ties, gloves (except rubber), overshoes (except rubber), underwear, socks, stockings, dresses, blouses, bedroom slippers, belts, garters, veils, hats, hose, mufflers, scarfs, aprons, slips, brassieres, work clothes, but excluding safety clothes and shoes as defined in Order L-114	70
(*)	Combs	70
PLUM-609	Controls: combustion, heat generation and distribution: not industrial, 1941	70
PLUM-579	Convectors: heating: steel, copper or aluminum	50
PLUM-582	Cooking equipment: commercial; not electric	85
CDGS-544	Cots, bunks, berths, metal: not shipboard	70
CONT-623	Crowns: metal: beverage	85
(*)	Cushions, pillows, stuffed stools, hassocks and ottomans	60
CDGS-648	Cutlery	70
CDGS-110	Cycles: power: not motorcycles	85
(*)	Decalcomanias and transfers: except industrial	50
(*)	Dentifrices	70
PLUM-474	Dishwashing and glass washing machinery: commercial	85
BLDG-701	Doors, windows, metal, metal clad: not shipboard, transportation vehicle	70
CDGS-660	Emblems, pin tickets, tags: not military (1943)	70
CDGS-684	Enamelware (except hospital enamelware as defined in Order L-30-b)	70
(*)	Feathers and cotton batting: packed for domestic use	70
TOOLS-664	Files and rasps	85
CDGS-533	Flashlight cases and portable electric lanterns: incandescent	70
(*)	Floor covering: including mats, pads and runners, except items on Schedule II	70
(*)	Flowers and plants: cut or potted	60
CDGS-583	Food preparation and serving fixtures, equipment, appliances: commercial: not cooking	85
(*)	Food products (each product listed is a separate "item." The quotas are not interchangeable):	
	Bakery goods, such as crackers, pretzels, cookies, cakes, bread	100
	Beans, peas and lentils: dried edible	90
	Beans, with or without pork (from dried beans) (1941)	45
	Beverage compounds, concentrates and syrups including but not limited to drink powders and soft drink concentrates	80
	Butter	80
	Caviar	40
	Cereals	100
	Coffee, tea and spices (1941)	85
	Confectionery	80
	Corn meal	90
	Dessert products	65
	Dried fruits	100
	Filling, pie and cake	65
	Flavorings	65
	Flour (except home baking mixes)	100
	Food coloring	65
	Horseradish	80
	Macaroni	90
	Marshmallow and marshmallow cream	65
	Mustard	80
	Noodles	90
	Oleomargarine	100
	Pectin	90
	Popcorn—candied and otherwise, except unpopped	65
	Popcorn, unpopped	80
	Potato chips	65
	Puddings	65
	Relishes	80
	Rice	90
	Salad Dressings	80
	Salt (for all purposes)	80
	Spaghetti	90
	Sugar	80
	Vermicelli	90
	All other foods, except fishery products, dairy products, meat and meat products (which are controlled by Schedule IV), poultry, eggs unprocessed fresh fruits and vegetables (not prohibited from using fibre shipping containers under Schedule II) and processed fresh fruits and vegetables (that is, fruits and vegetables not previously preserved which are packed in a container and are preserved by the medium of heat or freezing) (1943)	85
PLUM-587	Furnaces: warm air	85
CDGS-545	Furniture: wooden, except as listed in Schedule II	70
(*)	Furniture: not otherwise listed	70
CDGS-683	Galvanized ware and nonmetal coated metal articles: buckets, tubs, wash boilers, fire shovels, funnels, storage cans, pails, not garbage pails (except those listed in Schedule II)	85
CDGS-682	Galvanized ware and nonmetal coated metal articles: garbage pails, garbage cans, ash cans, except those listed in Schedule II	85
(*)	Games and toys, including masquerade accessories, playing cards, dice, sleds, children's vehicles, children's playing equipment, dolls, toy furniture and all other articles and devices defined as games and toys in Limitation Order L-81	50
(*)	Greeting cards and illustrated post cards, as defined in Order L-289	50
(*)	Hair tonics, shampoos and hair dressing preparations	60
BLDG-706	Hardware, builders	70

RESTRICTED PRODUCTS—Continued

Code	Product	Quota
		Percent
BLDG-708	Hardware: casket, furniture, ladder, locker, luggage, refrigerator, hose fittings, not fire hose or flexible metal hose, screw eyes, and other bright wire goods	75
PLUM-594	Heating facilities: low pressure steam and hot water	85
PLUM-585	Heaters, (Unit) and unit heating ventilators: not direct fired	50
PLUM-595	Heaters: water: not electric	50
TEXT-662	Hooks, eyes, slide and snap fasteners, buckles, buttons, miscellaneous apparel and shoe findings	70
(*)	Ink, all types	70
(*)	Incense, odor neutralizers: except industrial	50
(*)	Insecticides, fungicides, disinfectants and other pest control compounds. This does not include preparations for pest control on crops, fowl or animals (except pet), nor compounds specifically prepared for use in governmental projects	80
(*)	Insulation, building: tile, panels, blocks, bats, blankets, formed insulation, metal encased insulation (except as otherwise listed in Schedule II)	70
CDGS-651	Jewelry, toilet sets, cigaret holders, etc	50
(*)	Lace and ribbon	50
CDGS-537	Lamps and lanterns: liquid fuel	85
CDGS-538	Lamps: portable electric: incandescent: not industrial bench machine or physiotherapy	50
(*)	Leather: goat, kid, cabretta, kangaroo	70
(*)	Leather: all other	50
PRIN-212	Looseleaf binders and parts	70
(*)	Luggage as defined in Limitation Order L-284	60
CDGS-665	Marking devices	70
(*)	Matches	70
(*)	Mattresses: (except as listed in Schedule II)	60
BLDG-741	Millwork: woodwork (except as listed in Schedule II)	70
CDGS-666	Mirrors (1943)	50
CDGS-670	Morticians goods	85
SERV-547	Motion picture projection equipment: 35 MM	70
CDGS-671	Musical instruments (as defined in L-37-a)	50
TEXT-715	Nails and tacks: cut nails made from tack plate, wire shoe nails, non-ferrous nails, tacks	85
CDGS-663	Needles: domestic	70
CDGS-672	Office supplies	70
(*)	Ornaments—made of glass, plastic, pottery, china, metal, wood, paper, or leather (except those listed in Schedule II or III)	50
(*)	Paper or paper products not otherwise listed in Schedule I, II or III, except component parts of industrial products, condenser tissues, closures, inner-containers, cups and dishes	70
(*)	Paint, varnishes, roof coatings and cements. This item includes but is not limited to pigmented oil or oleoresinous: ready mixed, semipaste or paste, white lead in oil, colors in oil, pigmented or clear lacquers, resin emulsion paste, caseinpaste, vegetable protein paste; casein and calcimine paints in dry form or other paints and paint materials in dry form	70
(*)	Party and festivities materials; including but not limited to: favors, tallies, horns, masquerade supplies, party napkins, score pads, place cards, decorative paper dishes and holders, crepe paper, crepe paper products, banners, flags, streamers, decorations, festivity costume supplies	50
CDGS-673	Pens and pencils	70
(*)	Pet foods: dry (except proprietary drug remedies)	50
(*)	Pet furnishings: including but not limited to dog collars, muzzles, blankets, food serving utensils, treated bones, and beds, except those listed in Schedule II	50

RESTRICTED PRODUCTS—Continued

Code	Product	Quota
		Percent
PRIN-229	Photo-engravings	85
CDGS-548	Photographic equipment, accessories: not 35 mm motion picture projection equipment	70
(*)	Pictures, plaques, tapestries, mountings, folders	50
CDGS-664	Pins: common, safety	70
CDGS-661	Pins: Hairpins, bobbie pins, and hair curlers (1943)	70
BLDG-703	Plastering bases and plastering accessories	70
PLUM-571	Plumbing fixture fittings and plumbing fixture trim	70
PLUM-570	Plumbing: sanitary ware, 1943	70
(*)	Pocketbooks and all types of purses, billfolds, handbags (not luggage), pocket notebooks, key holders, identification holders, and other personal flat goods not otherwise listed in Schedule III	60
(*)	Printing and publishing products except products otherwise listed in Schedules II and III	70
PRIN-226	Printing trades machinery and equipment	85
PLUM-610	Pumps: low pressure heating	85
PLUM-580	Radiators: cast iron	50
CDGS-650	Razor blades	80
CDGS-649	Razors: not electric (1943)	70
(*)	Records: phonograph	50
CDGS-530	Refrigerators: ice: domestic (1943)	70
(*)	Sanitary tissue products: toilet tissue, towels, napkins (plain), facial tissue, sanitary napkins and medicinal tissue	85
BLDG-704	Screen cloth: insect: metal	70
(*)	Shades (cloth or paper) and shade rollers: window and door	60
(*)	Shaving creams and soap	70
(*)	Shingles and siding, asbestos and asphalt	70
(*)	Shoes (except rubber)	85
(*)	Shoe polish, cleaners, creams, dressings, dyes and preservatives	70
CDGS-652	Silverware: plated (1943)	70
CDGS-653	Silverware: sterling	50
(*)	Smoking accessories, not otherwise listed in Schedule III	50
(*)	Soap, except industrial and shaving	80
(*)	Souvenirs, novelties and pennants (not otherwise listed in Schedules II or III)	50
(*)	Sponges: natural or artificial, except industrial	60
CDGS-677	Sporting goods: except those listed in Schedule II; not mechanical rubber goods	70
CDGS-688	Staples and staplers: cohered staples and rolls of wire for hand operated stitchers: staple driving tackers: hand or foot operated stapling devices: hand operated stitchers	70
PLUM-581	Stoves and ranges, cooking: domestic: not electric, 1941	60
PLUM-584	Stoves, heating: domestic: not electric, 1941	60
PLUM-593	Stokers: grate area 36 feet or less	70
CONT-716	Strapping and seals: metal: round, flat	85
PLUM-695	Tanks, hot water storage	50
(*)	Tape, gummed, gummed-cloth, paper or sesal: over 500 ft. rolls	50
(*)	Textile, household: covers, draperies, curtains, mats, doilies, pads, ironing board covers	60
(*)	Textiles, household: sheets, pillow cases, towels, work rags, napkins, table cloths, dish cloths, blankets, quilts, comforts	70
(*)	Tobacco and tobacco products	75
(*)	Toilet articles and equipment (other than toiletries and cosmetics), including, but not limited to, manicuring, hair fixing, massage and bathing, except articles otherwise listed in Schedule III	60
(*)	Toiletries and cosmetics: including but not limited to perfume, make-up, lotions, skin food, hair remover, manicuring preparations, astringents, deodorants, hair bleach and dye, face and body powder except products otherwise listed in Schedules II or III	60
BLDG-645	Tools: edge	85

RESTRICTED PRODUCTS—Continued

Code	Product	Quota
		Percent
BLDG-646	Tools: hand: not mechanics hand service: Except those listed in Schedule II	85
TOOLS-647	Tools: mechanical: hand	85
CDGS-656	Traps and cages: animal, bird, and insect except as listed in Schedule II and except mouse and rat traps	70
CDGS-674	Umbrellas and parasols	50
CDGS-691	Utensils: aluminumware: household, kitchen (1943)	70
CDGS-659	Utensils: kitchen and household: miscellaneous	70
(*)	Wall paper	50

Restricted Uses	*Quota (percent)*
Wholesalers' deliveries	70
Retailers' deliveries: mail, express and common carrier	70
Retailers' deliveries: other than mail, express and common carrier	60

These "restricted uses" items relate only to deliveries made by persons who have not produced the products delivered nor done any fabrication or processing work on them other than minor finishing or decorative operations usually performed by wholesalers and retailers (such as assembly of knocked-down furniture, monogramming of linen and jewelry, alteration of clothing). "Retailers' deliveries" means deliveries made by any such person who sells exclusively or predominantly at retail. "Wholesalers' deliveries" means deliveries made by any such person who sells exclusively or predominantly at wholesale. The quota for each type of use represents the maximum total amount of containers which can be so used for all products (whether or not listed in Schedule III). The quota takes the place of a separate quota for each Schedule III product.

SCHEDULE IV—PACKING SPECIFICATIONS

NOTE: Tables amended Sept. 9, 1944.

TABLE I—SPECIFICATIONS OF FIBRE SHIPPING CONTAINERS (SOLID OR CORRUGATED) PERMITTED FOR PACKING MEAT AND OTHER PACKING HOUSE PRODUCTS

A user may choose to limit himself to a quota of 85 per cent of his 1943 new fibre shipping container usage (computed in accordance with paragraphs (h) through (m) of this order) for packing all of the products listed in this table. If he does this, he need not pay any attention to the rest of this schedule; but can pack said products in fibre shipping containers of any "specification" and size he sees fit. Users must decide, once and for all, whether they will limit their usage of fibre shipping containers under this paragraph or under the balance of this table; for they may not change from one method of operation to another.

Subject to the preceding paragraph and the exceptions listed in paragraph (m–1) of this order, the products listed below may only be packed in fibre shipping containers in accordance with the provisions of this table. The provisions listed under "Class A" apply to all shipments from processing or manufacturing units to units other than retail stores, and the provisions listed under "Class B" apply to all shipments to retailers from processing or manufacturing units. Except where otherwise specified, listed percentages and other provisions of this table are applicable to each class separately.

Unless an exception is provided in Column 7, the products listed in this table may not be shipped in new fibre shipping containers in any amounts except those listed for the product in Columns 1 and 4. Likewise they may not be packed in new fibre shipping containers exceeding the maximum specifications in Columns 2 and 5. However, solid fibre containers may be substituted for corrugated wherever the former have an equivalent or lower Mullen test than those of the specified corrugated containers. (In this connection, attention is called to Direction 2 to Order M-290 which restricts the manufacture of solid fibre containers.)

No containerboard interior packing or fittings may be used except as specifically indicated in Column 7.

Percentage figures appearing in Columns 3 and 6 mean that no more than the indicated percentage of the amount of the affected product which a user packs in new fibre shipping containers during the period between August 4 and September 30, 1944, and during each calendar quarter after that, may be packed in new fibre shipping containers of the capacity and specifications to which the percentage applies. Attention is called to various exceptions from this table set forth in paragraph (m–1) of Order L–317. Percentages should be computed without regard to any shipments made in accordance with these exceptions.

"Specifications" indicate the Mullen test and type of containerboard which may be used. "COR" means corrugated fibre. "F" means solid fibre.

FRESH AND FROZEN PORK

Product	Class A—Branch house, wholesale, and jobbers shipments				Class B—Direct shipments to retailers				
	(1) Capacity		(2)	(3)	(4) Capacity		(5)	(6)	(7)
	Minimum weight of contents	Maximum gross weight including container	Maximum specifications	Percent of production	Minimum weight of contents	Maximum gross weight including container	Maximum specifications	Percent of production	Exceptions
					Pounds	*Pounds*			
Pork loins	50 pound	65 pound	275-pound cor or 200-pound F	Unlimited					
Butts	50 pound	65 pound	275-pound cor or 200-pound F	do					
Shoulders	50 pound	65 pound	275-pound cor or 200-pound F	do					
Hams	50 pound	65 pound	275-pound cor or 200 pound F	do					
BRT hams	50 pound	65 pound	275-pound cor or 200-pound F	do					
Picnics	50 pound	65 pound	275-pound cor or 200-pound F	do	15	20	125-pound cor		
Fresh bellies	50 pound	65 pound	275-pound cor or 200-pound F	do	30	40	175-pound cor		
Spareribs	30 pound	40 pound	175-pound cor	50 percent	50	65	275-pound cor or 200-pound F		
Spareribs	50 pound	65 pound	275-pound cor or 200-pound F	Unlimited					
Pork feet	30 pound	40 pounds	175-pound cor	50 percent	90	120	350-pound cor or 275-pound F	Unlimited	None.
Pork feet	50 pound	65 pound	275-pound cor or 200-pound F	Unlimited	110	150	350-pound F		
Pork tails	30 pound	40 pound	175-pound cor	50 percent					
Pork tails	50 pound	65 pound	275-pound cor or 200-pound F	Unlimited					
Pork hocks	30 pound	40 pound	175-pound cor	50 percent					
Pork hocks	50 pound	65 pound	275-pound cor or 200-pound F	Unlimited					
Pork knuckles	30 pound	40 pound	175-pound cor	50 percent					
Pork knuckles	50 pound	65 pound	275-pound cor or 200-pound F	Unlimited					
Neck bones	50 pound	65 pound	275-pound cor or 200-pound F	do					
Trimmings and boneless shoulders	110 pound	150 pound	350-pound F	do					
Tenderloins	10 pound		200-pound cor	do	10		200-pound cor	Unlimited	None

SMOKED MEATS

Smoked hams, boned-in	50 pounds	65 pounds	200-pound cor	Unlimited					
Precooked hams	50 pounds	65 pounds	200-pound cor	do					
Hams in casings	50 pounds	65 pounds	200-pound cor	do					
Dry salt belly bacon	50 pounds	65 pounds	200-pound cor	do					
Bacon squares	50 pounds	65 pounds	200-pound cor	do					
Smoked briskets	50 pounds	65 pounds	200-pound cor	do	15	20	125-pound cor		
Smoked jowl butts	50 pounds	65 pounds	200-pound cor	do	30	40	175-pound cor		
Smoked picnics	50 pounds	65 pounds	200-pound cor	do	50	65	200-pound cor	Unlimited	None.
Smoked canned bacon (except cooked canned bacon)	50 pounds	65 pounds	200-pound cor	do	90	120	350-pound cor or 275-pound F		
Smoked hocks and miscellaneous smoked meats	50 pounds	65 pounds	200-pound cor	do					
Slab bacon	50 pounds	65 pounds	200 pound cor	do					
Smoked boneless butts	18 pounds	20 pounds	125-pound cor	do					
Sliced bacon	12 pounds		175-pound cor	60 percent	12		175-pound cor	60 percent	Percentages may be applied to combined total of class A and class B shipments.
Sliced bacon	18 pounds	20 pounds	175 pound cor	Unlimited	18	20	175 pound cor	Unlimited	

BEEF AND SMALL STOCK CUTS

Bone-in beef cuts	50 pounds	65 pounds	275-pound cor. or 200-pound F.	Unlimited					Sliced dried beef in bulk permitted in 5-pound net containers on direct shipments to retailers. 125-pound corrugated. Sliced dried beef in 4-ounce cello. permitted in 3-pound net containers on direct shipments to retailers 125-pound corrugated.
Bone-in veal and mutton cuts.	50 pounds	65 pounds	275-pound cor. or 200-pound F.						
Boneless veal and mutton cuts.	50 pounds	65 pounds	275-pound cor. or 200-pound F.						
Smo. dried beef	50 pounds	65 pounds	275-pound cor. or 200-pound F.		15 30	20 40	125-pound cor. 175-pound cor.	Unlimited	
Bulk hamburger	50 pounds	65 pounds	275-pound tel. cor. or 200-pound tel. F		50	65	275-pound cor. or 200-pound F.		
Boneless beef cuts	110 pounds	150 pounds	350-pound tel. F.						
Saus. matl. (bull and cow meat, trimgs, and boneless veal).	110 pounds	150 pounds	350-pound tel. F.		90 110	120 150	350-pound cor. or 275-pound F. 350-pound F.		
Fresh tongues to freezer.	110 pounds	150 pounds	350-pound tel. F.						
Hamburger patties	18 pounds	20 pounds	200-pound dbl. dbl. cor.						
Smo. tongues	30 pounds	40 pounds	175-pound cor.						
Sliced dried beef (bulk)	30 pounds	40 pounds	175-pound cor.						
Sliced dried beef (4 oz. cello. pkd.)	30 pounds	40 pounds	175-pound cor.						

VARIETY MEATS

**Brains	10 pounds	20 pounds	125-pound cor.	Unlimited	Same as branch house wholesale, and jobber shipments Percentages to apply to entire company's operations.	Same as branch house wholesale and jobber shipments. Percentages to apply to entire company's operations.	Same as branch house wholesale and jobber shipments. Percentages to apply to entire company's operations.	*Balance not packed in 25-pound boxes to be packed in 110-pound net 150-pound gross weight boxes to the visible capacity of the box 350-pound fibre.
**Cutlets	10 pounds	20 pounds	125-pound cor.	do				
**Veal and lamb sweetbreads.	10 pounds	20 pounds	125-pound cor.	do				
Veal and lamb livers	10 pounds		125-pound cor.	do				
Chitterlings	10 pounds	20 pounds	125-pound cor.	do				
*Hearts	25 pounds	40 pounds	175-pound cor.	10 percent				
*Snouts	25 pounds	40 pounds	175-pound cor.	10 percent				
*Hog stomachs	25 pounds	40 pounds	175-pound cor.	10 percent				
*Melts—all kinds	25 pounds	40 pounds	175-pound cor.	10 percent				
*Beef cheek meat	25 pounds	40 pounds	175-pound cor.	10 percent				
*Pork tongues	25 pounds	40 pounds	175-pound cor.	10 percent				
*Pork ears	25 pounds	40 pounds	175-pound cor.	75 percent				
*Livers	25 pounds	40 pounds	175-pound cor.	75 percent				
Oxtails	25 pounds	40 pounds	175-pound cor.	Unlimited				
Split oxtail joints	25 pounds	40 pounds	175-pound cor.	do				
Veal tails	25 pounds	40 pounds	175-pound cor.	do				
Kidneys	25 pounds	40 pounds	175-pound cor.	do				
Fries	25 pounds	40 pounds	175-pound cor.	do				
Honeycomb tripe	25 pounds	40 pounds	175-pound cor.	do				
**Beef heart, sweetbreads.	25 pounds	40 pounds	175-pound cor.	do				
**Sweetbreads prs. pkd. in inner containers	25 pounds	40 pounds	175-pound cor.	do				**5-pound net capacity box, 125-pound test corrugated permitted for direct shipments to retailers.
brains	40 pounds	65 pounds	200-pound cor.	do				
cutlets	40 pounds	65 pounds	200-pound cor.	do				
veal and lamb sweetbreads.	40 pounds	65 pounds	200-pound cor.	do				
chitterlings	40 pounds	65 pounds	200-pound cor.	do				
veal and lamb livers.	40 pounds	65 pounds	200-pound cor.	do				
Balance of variety meat items listed in OPA Order #398.	110 pounds	150 pounds	350-pound F.	do				Pharmaceutical glands may be shipped in any type or size container.

DRY SAUSAGE

Pepperoni and cervelat—small pieces.	15 pounds	20 pounds	125-pound cor.	Unlimited	10 30	20 40	125-pound cor. 175-pound cor.	Unlimited	Single pieces of thuringer and cooked salami may be packed in individual boxes, 125-pound test corrugated, on direct shipments to retailers.
All other dry and semi-dry sausage.	50 pounds	65 pounds	275-pound cor or 200-pound F.	do	50	65	275-pound cor or 200-pound F.		

FRESH SAUSAGE

Pork sausage	12 pounds	20 pounds	125-pound cor.	50 percent					Liver loaf, liver sausage, cooked loin roll, cooked Canadian bacon, cooked hams may be shipped in individual boxes, 125-pounds test corrugated, on direct shipments to retailers. *To include ten 6 pound cartons, even though gross weight exceeds 65 pounds provided Classification Committee approves exception.
Pork sausage	50 pounds	65 pounds	200-pound cor.	Unlimited					
Smoked pork sausage	12 pounds	20 pounds	125-pound cor.	50-percent					
Smoked pork sausage	50 pounds	65 pounds	200-pound cor.	Unlimited					
Polish sausage	12 pounds	20 pounds	125-pound cor.	50-percent					
Polish sausage	50 pounds	65 pounds	200-pound cor.	Unlimited					
Chili	12 pounds	20 pounds	125-pound cor.	do					
Liver loaf	1 piece		125-pound cor.	do					
Liver sausage	50 pounds	65 pounds	200-pound cor.	do					
Head cheese	18 pounds	20 pounds	125-pound cor.	50-percent					
Head cheese	50 pounds	65 pounds	200-pound cor.	Unlimited					
Blood sausage	18 pounds	20 pounds	125-pound cor.	50-percent	10	20	125-pound cor.	Unlimited	
Blood sausage	50 pounds	65 pounds	200-pound cor.	Unlimited	30	40	175-pound cor.		
Souse	18 pounds	20 pounds	125-pound cor.	50-percent	50	65	200-pound cor.		
Souse	50 pounds	65 pounds	200-pound cor.	Unlimited					
Loaf-type products	18 pounds	20 pounds	125-pound cor.	50-percent					
Loaf-type products	50 pounds	65 pounds	200-pound cor.	Unlimited					
*Frankfurters	50 pounds	65 pounds	200-pound cor.	do					
*Bologna	50 pounds	65 pounds	200-pound cor.	do					
*Luncheon meats	50 pounds	65 pounds	200-pound cor.	do					
Cooked loin rolls	50 pounds	65 pounds	200-pound cor.	do					
Cooked loin rolls	18 pounds	20 pounds	125-pound cor.	25-percent					
Cooked can bacon	18 pounds	20 pounds	125-pound cor.	25-percent					
Cooked can bacon	50 pounds	65 pounds	200-pound cor.	Unlimited					
Cooked hams	50 pounds	65 pounds	200-pound cor.	do					

CANNED MEATS

3-ounce cans	24 pieces		125-pound cor	Unlimited	Same as branch house wholesale and jobber shipments.	Same as branch house wholesale and jobber shipments.	Same as branch house wholesale and jobber shipments.	Unlimited	*175-pound test corr. recommended provided exception is authorized under Rule 41, Consolidated Fgt. Classification; otherwise, 200-pound test required. **1 piece and 2 piece units, 6-pound oblong and 8-10-pound Pullman in 125-pound test corr. permitted on direct shipments to retailers. **1-piece pear shape hams permitted in 175-pound corr. on direct shipments to retailers. **175-pound test dividers permitted for 4 and 6 can packs. **125-pound test dividers permitted on 9 piece 6-pound oblong and 2 piece 6-pound oblong.
3¼-ounce cans	48 pieces		125-pound cor	Unlimited					
3½-5½-ounce cans	48 pieces		175-pound cor	Unlimited					
6-8-ounce cans	24 pieces		125-pound cor	Unlimited					
10½-11-ounce cans	3 pieces		175-pound cor	Unlimited					
12-ounce cans	24 pieces		175-pound cor	Unlimited					
15-16-ounce cans	24 pieces		175-pound cor	Unlimited					
22-ounce cans	12 pieces		175-pound cor	Unlimited					
*24-ounce cans	24 pieces		175-pound cor	Unlimited					
30-ounce cans	12 pieces		175-pound cor	Unlimited					
**6-pound oblong cans	9 pieces		275-pound cor or 200-pound F	Unlimited					
6-pound round cans	6 pieces		200-pound cor	Unlimited					
**8-10-pound Pullman cans.	6 pieces	65 pounds	200-pound cor	Unlimited					
**8-10-pound Pullman cans.	6 pieces	65 pounds to 90 pounds.	275-pound cor or 200-pound F	Unlimited					
Individual hams:									
**Pear shape cans	4 pieces		275-pound cor or 200-pound F	25 percent					
**Pear shape cans	6 pieces	65 pounds to 90 pounds.	275-pound cor or 200-pound F	Unlimited					
**Pear shape cans	6 pieces	90 pounds to 120 pounds.	350-pound cor or 275-pound F	Unlimited					

LARD

1-pound cartons	36 pounds	40 pounds	175-pound cor	Unlimited	Same as branch house wholesale and jobber shipments.	Same as branch house wholesale and jobber shipments.	Same as branch house wholesale and jobber shipments.	Unlimited	None.
1-pound cartons and larger.	48 pounds	65 pounds	200-pound cor	do					
Bulk lard	50 pounds	65 pounds	275-pound cor or 200 pound F with inner 200 pound cor. liners	do					

INTERPRETATION 1

The restrictions of L–317 (§ 3270.6) are applicable only to new fibre shipping containers. A question has arisen as to the status of such containers which have been rejected during the course of manufacture or upon delivery because of errors in size, printing, etc. Such containers are new containers and subject to the restrictions contained in the order until they have been used for the packing of a product. (Issued Nov. 6, 1943)

INTERPRETATION 2

APPLICABILITY OF INVENTORY RESTRICTIONS TO V-BOXES

(a) *Applicability of inventory restrictions to V-boxes.* It has been called to the attention of the War Production Board that there is, in certain quarters, a misimpression to the effect that V-boxes are exempted from the Inventory Restrictions of Order L–317. This impression is completely unfounded. Inventories of V-boxes are controlled to the same extent as other fibre shipping containers by the provisions of paragraph (n) through (q) of Order L–317 and paragraph (b) of Direction 1 of that order.

(b) *Cancellation of excessive V-box orders.* V-box orders are also subject to the restrictions against placing excessive orders set forth in paragraphs (c) and (d) of Direction 1 of Order L–317. Therefore, all orders for V-boxes in excess of the amount which a person would be entitled to receive within these inventory limitations must be cancelled immediately.

(c) *Responsibility of box manufacturers.* Attention is called to the fact that box manufacturers share responsibility for seeing to it that no V-boxes (as well as other fibre shipping containers) are delivered which will cause a customer to exceed his permitted inventory, because under paragraph (d) of Order L–317 they are prohibited from manufacturing, selling, or delivering any new fibre shipping containers which they know or have reason to believe will be used or accepted in violation of the order. (Issued May 26, 1944)

[F. R. Doc. 44–13930; Filed, Sept. 9, 1944; 10:55 a. m.]

PART 3270—CONTAINERS

[Limitation Order L–317, Interpretation 3]

EXEMPTIONS APPLICABLE TO QUOTA ALTERNATIVE IN SCHEDULE IV

The following interpretation is issued with respect to Limitation Order L–317:

Paragraph (m–1) of Order L–317 states that the meat products listed in Schedule IV may be packed in fibre shipping containers only in accordance with that Schedule. Schedule IV permits packers to elect either to limit themselves to a quota of 85 per cent of their 1943 new fibre shipping container usage (computed in accordance with paragraph (h) to (m) of the order) or to follow the specifications provided in the Schedule IV Tables.

The exemption provided by subparagraph (1) of paragraph (m–1) (fibre shipping containers which were in process of manufacture on or before August 4, 1944) only applies to packers who elect to follow the specifications in Schedule IV in their use of fibre shipping containers for the products listed in Schedule IV. It does not apply to those who avail themselves of the above-described quota alternative. They must compute their quotas in accordance with paragraphs (h) to (m) of the order in exactly the same manner as if their products were covered by Schedule III. This means that the containerboard content of all new fibre shipping containers (or reshippers) used for these products must be charged against quotas regardless of when the containers were manufactured or when they were acquired by the packer. Of course, the exemptions available to products limited by Schedule III (such as that provided for certain government deliveries by paragraph (t) are available to packers of Schedule IV products who operate under the quota rather than the specification provisions of that Schedule.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13931; Filed, Sept. 9, 1944; 10:55 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L–42, as Amended Sept. 9, 1944]

PLUMBING AND HEATING SIMPLIFICATION

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of materials and facilities necessary for the manufacture of plumbing and heating equipment for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3288.11 *Limitation Order L–42*—(a) *Issuance of schedules of simplification of lines.* The War Production Board may from time to time issue schedules establishing simplified practices with respect to the types, sizes, forms, specifications or other qualifications for any plumbing or heating products, or other similar products which may be used in any other line. From and after the effective date of any such schedule, no such product shall be produced, fabricated, assembled, delivered or accepted except those that conform to the issued schedule, and except as specifically permitted by such schedule.

(b) *Exceptions and appeals*—(1) *Production under Priorities Regulation 25.* The provisions of Priorities Regulation 25 shall apply to any direction or schedule issued under this order to the extent allowed in such direction or schedule.

(2) *Appeals.* Any appeal from the provisions of this order or of any direction or schedule issued under it, other than from restrictions or limitations which may be waived or modified by application for permission to do so under Priorities Regulation 25, shall be filed

on Form WPB–1477 with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(c) *Applicability of regulations.* All persons and transactions affected by this order and by any direction or schedule issued under it, are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(d) *Communications.* All communications concerning this order, except appeals, shall, unless otherwise directed, be addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Ref. L–42.

(e) *Violations.* Any person who willfully violates any provision of this order or of any direction or schedule issued under it, or who, in connection with this order (or any such direction or schedule) willfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13926; Filed, Sept. 9, 1944; 10:54 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L–42, Schedule V, as Amended Sept. 9, 1944]

PLUMBING FIXTURE FITTINGS AND TRIM

§ 3288.16 *Schedule V to Limitation Order L–42*—(a) *Definitions.* For the purpose of this schedule:

(1) "Copper base alloy" means any alloy metal in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy.

(b) *Limitations.* Pursuant to Limitation Order L–42, the following restrictions are established for the manufacture, assembly and finishing of plumbing fixture fittings and trim:

(1) No person shall use copper or copper base alloy, except in the items specified on List A.

(2) No person shall use zinc, except in the items specified on List B, but zinc may be used for plating, coating or galvanizing.

(3) No person shall use cadmium, chromium or nickel for plating or coating.

(4) No person shall use any metal other than aluminum in the items specified on List C.

(c) *General exceptions.* The restrictions of this schedule do not apply to the production of articles or parts not available in the producers inventory for use in ships, boats, planes or advance bases (when required by the Army, Navy, Maritime Commission, War Shipping Administration, or Coast Guard, or by rules and regulations promulgated by the Coast Guard for merchant vessels), or for use in chemical and research laboratories, abattoirs, food packing and processing plants, hospitals and all buildings in a hospital group, clinics, dispensaries and railroad cars.

(d) *Special exception.*—(1) *Production under Priorities Regulation 25.* Any person who wants to obtain increased allotments of materials to enable him to produce greater quantities of plumbing fixture fittings and trim (including a person who has obtained no allotment or who has not produced any plumbing fixture fittings and trim) may apply for such increased allotments as explained in Priorities Regulation 25. He may still, of course, apply for allotments of materials in accordance with the provisions of CMP Regulation 1. Any person who in manufacturing plumbing fixture fittings and trim wants to incorporate in such plumbing fixture fittings and trim more metal (other than copper, copper base alloy, cadmium, chromium or nickel) than is permitted under paragraph (b), or wants to produce plumbing fixture fittings and trim restricted by paragraph (b) (using other than copper, copper base alloy, cadmium, chromium or nickel) may apply for permission to do so as is explained in Priorities Regulation 25.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

LIST A—COPPER AND COPPER BASE ALLOY

Copper base alloy may be used for the following items. Castings shall be made without the use of any primary copper or tin and shall be of no higher grade than Alloy 5A of American Society of Testing Materials Specification B–145–42–T.

Number and item:

1. Drinking fountain bubbler, guard, regulator and self closing valve (to be made according to the minimum requirements of the U. S. Public Health Service)
2. Glass-filler faucet
3. Upper and lower lift wires
4. Spud or insert (for flush balls and floats)
5. Flush valves for high tanks
6. Ball cock complete, including hush tube and refill tube, but not including float and float rod
7. Ring, for lead traps—not including plugs or covers

The use of copper and copper base alloy in the following items is limited to valve stems, valve seats, bonnets, disc and disc screws, or valve trimming units combining these separate parts into one unit, and springs for self-closing faucets, provided it does not exceed the weight specified for each item.

	Ounces
8. Bathtub filler (½" I. P. S.) exposed	8.0
9. Bathtub filler (½" I. P. S.) concealed	21.0
10. Combination tub and shower supply assembly (½" I. P. S.)	30.0
11. Lavatory supply fittings (combination)	9.0
12. Lavatory faucet (single)	4.0
13. Laundry tray combination faucet (½" I. P. S.)	9.0
14. Laundry tray faucet (single)	5.0
15. Service sink combination faucet (½" I. P. S.)	11.0
16. Shower, two-valve (exposed ½" I. P. S.)	11.0
17. Shower, two-valve (concealed ½" I. P. S.)	21.0
18. Sink faucet, single (plain, hose and solid flange ½" and ¾" I. P. S.)	5.0
19. Sink faucet (deck, swinging, rigid, and concealed ½" I. P. S.)	11.0
20. Self-closing faucet or stop	12.0
21. Self-closing stop for shower	12.0

Copper and copper base alloy may be used in the manufacture of the following items, provided it does not exceed the weight specified for each item:

	Ounces
22. Automatic high tank supply valve—¾"	8.0
23. Automatic high tank supply valve—1" or larger	13.0
24. Automatic high tank supply valve—1¼" or larger	16.0
25. Flushometer valve, stop and backflow preventor	13.0
26. Wash fountain trim	16.0

LIST B—ZINC PERMITTED IN THE FOLLOWING ITEMS

Number and item:

1. Clean-out plugs (fixture traps).
2. Escutcheon holders (thimbles).
3. Flush tank trip lever assembly.
4. Nuts (lock, slip, coupling or bonnet).
5. Spuds or inserts (for handles).
6. Handles, faucet.

LIST C—NO METAL EXCEPT ALUMINUM PERMITTED

NOTE: Heading of List C amended Sept. 9, 1944.

Number and item:

1. Floats (ball cock), except for spud.
2. Flush balls, except for spud and inserts.
3. Pop-up wastes.
4. Trip-lever wastes, or other mechanical waste assembly.
5. Escutcheons.

[F. R. Doc. 44–13927; Filed, Sept. 9, 1944; 10:54 a. m.]

PART 3288 [1]—PLUMBING AND HEATING EQUIPMENT

[Limitation Order L–42, Schedule XII, as Amended Sept. 9, 1944]

PLUMBING FIXTURES

§ 3288.24 [1] *Schedule XII to Limitation Order L–42*—(a) *Definitions.* For the purposes of this schedule:

(1) "Producer" means any person who manufactures, processes or fabricates plumbing fixtures.

(2) "Plumbing fixture" means any bathtub, bidet, bath (foot sitz), drain pool (for a septic tank system), drain

[1] Formerly Part 1076, § 1076.14.

board, fountain (drinking, wash), lavatory, laundry tray, sink (except a scullery sink, with or without drain boards), sink and laundry tray combination, sink leg, shower receptor, shower stall and receptor combination, septic tank, water closet bowl (including frostproof bowl), urinal, urinal tank, water closet tank (other than a pressure tank for a frostproof closet); but it does not include any plumbing fixture trim not specifically named in this schedule:

(b) *Limitations.* Pursuant to Limitation Order L–42 the following limitations are established for the manufacture of plumbing fixtures:

No metal may be used in the manufacture of plumbing fixtures except that:

(1) Any person may incorporate into any plumbing fixture the minimum quantity of metal which is required for coating, nuts, bolts, screws, clamps, rivets and other items of joining hardware, excluding chair carriers, which are necessary for the construction, assembly or installation of the plumbing fixture, provided that such use is not prohibited by any other order of the War Production Board.

(2) In addition, any person may incorporate into any of the following named plumbing fixtures the metals specified in quantities not exceeding those designated, provided that such use is not prohibited by any other order of the War Production Board:

(i) Into any non-metallic wash fountain, (*a*) the maximum of one pound of copper or copper base alloy, (*b*) ferrous metal as required for reinforcement, trap, column, interior piping, foot rails and levers, and fixture trim.

(ii) Into any cement or concrete laundry tray, one ounce of zinc for waste plug in each outlet and ferrous metal as follows: one compartment, one and a half pounds for reinforcement, one and a half pounds for cast-in waste fitting; two compartments, two pounds for reinforcement, two and a half pounds for cast-in twin waste fitting; three compartments, three pounds for reinforcement, four pounds for one single cast-in waste fitting and one cast-in twin waste fitting;

(iii) Into any cement or concrete shower receptor and cast-in drain, six pounds of ferrous metal;

(iv) Into any shower stall and receptor combination, twenty-four pounds of ferrous metal (only secondary quality of sheet steel, including the rejects and trimmings, may be used);

(v) Into any concrete septic tank, ferrous metal required for reinforcement only, inlet or outlet connection, internal syphon and internal syphon pipe connection;

(vi) Into any water closet bowl that is to be supplied with water through a diaphragm or a piston type flush valve or a pressure tank, one pound of ferrous metal for spud;

(vii) Into any water closet bowl that is to be supplied with water from a water closet tank, one pound of ferrous metal for spud;

(viii) Into any component working parts of any tank for water closet (other than a pressure tank for a frostproof closet), four pounds of metal;

(ix) Into any urinal, one pound of ferrous metal for spuds;

(x) Into any component working parts of any tank for urinal, having ¾" automatic flush valve, five pounds of metal; having 1" automatic flush valve, seven pounds of metal; having 1¼" or larger automatic flush valve, ten pounds of metal.

(3) The restrictions of this order shall not apply to the use of aluminum or lead.

(c) *General exceptions.* The prohibitions and restrictions contained in this schedule shall not apply to the use of metal in the manufacture of any plumbing fixture or any part thereof which is being produced:

(1) Under a specific contract or subcontract for use in chemical plants, research laboratories or hospitals, where and to the extent that the physical, chemical and aseptic properties make the use of other materials impracticable. This exception, however, does not include any plumbing fixture used in private rooms or nurses' or attendants' quarters in any plant, laboratory or hospital.

(2) Under a specific contract or subcontract for use as part of the equipment of any aircraft or any vessel other than a pleasure craft where the use of other material is impracticable: *Provided, however,* That no monel metal shall be used in the manufacture of any trough urinal.

(3) Under a specific contract or subcontract specifying trough urinals for delivery to, or for the account of, the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration for use outside the continental United States (the several States and the District of Columbia): *Provided, however,* That no monel metal shall be used in the manufacture of any such trough urinal.

(d) *Special exception*—(1) *Production under Priorities Regulation 25.* Any person who wants to obtain increased allotments of or authorization to obtain more materials to enable him to produce greater quantities of plumbing fixtures (including a person who has obtained no allotments or has not produced any plumbing fixtures) may apply for such increased allotments as explained in Priorities Regulation 25. He may still, of course, apply for allotments of materials in accordance with the provisions of CMP Regulation 1. Any person who in manufacturing plumbing fixtures wants to use metal where not permitted by paragraph (b), or who wants to incorporate in plumbing fixtures more metal (other than copper, copper base alloy, cadmium, chromium, nickel, or monel metal) than is permitted under paragraphs (b) (1) or (b) (2) may apply for permission to do so as is explained in Priorities Regulation 25.

(e) [Deleted Apr. 12, 1944]

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13928; Filed, Sept. 9, 1944; 10:54 a. m.]

[General Limitation Order L–274 Interpretation 1]

PART 3290—TEXTILE, CLOTHING AND LEATHER

NYLON HOSIERY

The following interpretation is issued with respect to General Limitation Order L–274:

Order L–274 provides that no person shall "put into production" women's hosiery not conforming with Schedules A, B, D or E (except for the Army, Navy, Maritime Commission or War Shipping Administration). The schedules provide only for cotton and rayon women's hosiery. Thus, to put women's nylon hosiery into production is prohibited. The term "put into production" includes all stages of production. Accordingly, a commission hosiery dyer or finisher may not dye or finish any nylon hosiery except for the Army, Navy, Maritime Commission or War Shipping Administration, unless the manufacture of the hosiery has been specifically authorized in writing by the War Production Board. The dyer or finisher is not justified in assuming that the hosiery is for military account or that its manufacture was specifically authorized. He should obtain a specific statement to that effect from his customer. He may rely on such a statement, unless he knows or has reason to believe that it is false.

However, women's hosiery that was knitted prior to May 15, 1943, may be dyed or finished.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13929; Filed, Sept. 9, 1944; 10:54 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[General Conservation Order M–310, Direction 7]

PROCESSING OF RAW GOATSKINS AND CABRETTAS

The following direction is issued pursuant to General Conservation Order M–310:

In computing his quota under paragraph (h) (2) of General Conservation Order M–310 of wettings of raw goatskins and cabrettas during the three months period commencing August 1, 1944, a tanner of cabretta glove leather to be delivered against military orders (as directed by Direction No. 3, dated April 24, 1944) may count three skins of the following types as only two skins:

South African Cape Hairsheepskins.
Nigerian Hairsheepskins.
Soudan Hairsheepskins.
Brazil Cabrettas.

Monthly wettings of all types must be reported as usual on Form WPB–1437 and the actual wettings of the types computed as directed above must be reported in the "Remarks" column.

Issued this 9th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13933; Filed, Sept. 9, 1944; 10:55 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S–595]

MAX N. TOBIAS BAG COMPANY, INC.

Max N. Tobias Bag Company, Inc., of 328 North Cortez Street, New Orleans, Louisiana, is a corporation engaged in the manufacturing of burlap and cotton bags. During the period from May 1, 1943, to March, 1944, the corporation increased its inventory of burlap from approximately 432,000 yards to 904,000 yards. During that period, its current rate of operation was not in excess of 100,000 yards per month. Conservation Order M–47 prohibits the purchase of burlap in excess of a minimum practicable working inventory at the purchaser's then current rate of operation. The quantity of burlap which Max N. Tobias Bag Company, Inc., purchased and had in inventory on March 31, 1944, was approximately nine months' supply, which is in excess of a minimum practicable working inventory at its then current rate of operation. The responsible officers of Max N. Tobias Bag Company, Inc., were aware of Conservation Order M–47 and its actions must be deemed to have constituted a wilful violation of the order.

This violation of Conservation Order M–47 has interfered with the controls established by the War Production Board for the allocation of critical materials, and has hampered and impeded the war effort of the United States of America. In view of the foregoing, it is hereby ordered, that:

§ 1010.595 *Suspension Order No. S–595.* (a) No allocation or allotment of burlap as defined in or governed by Conservation Order M–47, as amended from time to time, shall be made to Max N. Tobias Bag Company, Inc., until its inventory of burlap is reduced to 250,000 yards unless hereafter otherwise specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Max N. Tobias Bag Company, Inc., its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on September 9, 1944.

Issued this 2d day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13968; Filed, Sept. 9, 1944; 4:07 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S–612]

REPUBLIC FUEL & BURNER CO.

The Republic Fuel & Burner Company, 42 South 40th Street, Philadelphia, Pennsylvania, is a corporation engaged chiefly in the selling and servicing of oil burning heating equipment. In April and May, 1944, it delivered five Class B oil burners for new installations in violation of General Limitation Order L–74. The responsible officers of Republic Fuel & Burner Company were aware of General Limitation Order L–74 and its actions constituted wilful violations of the order.

These violations of General Limitation Order L–74 have diverted critical materials to uses not authorized by the War Production Board and have hampered and impeded the war effort of the United States of America. In view of the foregoing, it is ordered, that:

§ 1010.612 *Suspension Order No. S–612.* (a) Republic Fuel & Burner Company, its successors or assigns, shall not accept or make delivery of any oil burner or parts thereof or fittings therefor as defined in or governed by General Limitation Order L–74, as amended from time to time, unless hereafter specifically authorized in writing by the War Production Board.

(b) The provisions of this suspension order shall not apply to material or parts to the minimum extent necessary to enable Republic Fuel & Burner Company, its successors or assigns, to repair equipment.

(c) Nothing contained in this order shall be deemed to relieve Republic Fuel & Burner Company, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on September 9, 1944, and shall expire on December 31, 1944.

Issued this 2d day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–13967; Filed, Sept. 9, 1944; 4:07 p. m.]

PART 1293—HAND TOOLS SIMPLIFICATION

[Limitation Order L–157, Schedule I, as Amended Sept. 11, 1944]

HAND SHOVELS, SPADES, SCOOPS, TELEGRAPH SPOONS AND SNOW SHOVELS

§ 1293.2 *Schedule I to Limitation Order L–157*—(a) *Definition.* For the purposes of this schedule:

(1) "Producer" means any person who manufactures, stamps, forges, or otherwise fabricates hand shovels, spades, scoops, telegraph spoons, or snow shovels.

(b) *Simplified practices.* Pursuant to Limitation Order L–157, no producer shall manufacture any hand shovels, spades, scoops, telegraph spoons or snow shovels except the kinds named in Tables I through IV of Appendix A in conformity with the sizes, standards, types and varieties set forth in Appendix A.

(c) *Restrictions on material.* There are some specific items appearing on the Tables contained in this schedule which shall be manufactured only out of steel which is obtained from idle or excess inventories, pursuant to specific authorization from the War Production Board in accordance with Priorities Regulation 13 or CMP Regulation No. 1. In such cases, a footnote will appear in the table, referring to this paragraph, designating the specific items which are governed by it, and in only those cases does this paragraph apply. Such specific items will also be marked with an *.

(d) *Records.* Each producer shall keep and preserve in his files accurate and complete records showing his inventory of raw materials, and his production of hand shovels, spades, scoops, telegraph spoons, and snow shovels, and such records shall be kept readily available and open to audit and inspection by duly authorized representatives of the War Production Board.

APPENDIX A

Explanations and limitations—(1) *Grades.* Alloy A, B, and C designate qualities of complete hand shovels, spades, scoops, or telegraph spoons; alloy and A designating the best quality. Alloy and A-grade tools are equipped with grade XX or SA handles; B-grade tools are equipped with grade X or SB handles. C-grade tools are equipped with No. 1 or SC handles. SA, SB, and SC grades are approximately equivalent to XX, X, and No. 1, respectively, which are the handle-grade designations commonly employed by the shovel industry. Grades SA, SB, and SC are defined in Simplified Practice Recommendation R76, Ash Handles issued by the United States Department of Commerce, National Bureau of Standards.

Nothing in this provision shall be construed as prohibiting the substitution for ash of other suitable species of wood having characteristics as nearly comparable as possible to the respective grades of ash for which they are substituted; *Provided,* That the buyer consents, and all handles other than ash be marked with the name of the species of wood of which they were made.

(2) [Deleted March 10, 1944]

(3) *Blade finishes.* Black or natural finish is obtained by dipping the blade in its natural state, except that it may be wire brushed to remove scale or rust, in lacquer, or lacquer with an asphaltum base, or other suitable protective coating; the blade shall not be pickled before being wire brushed. Full polished finish is obtained by pickling the blade, finishing on roughing and finishing polishing wheels, and dipping it in lacquer, lacquer with an asphaltum base, or other suitable protective coating. No hand shovels, spades, scoops, telegraph spoons, and snow shovels shall be finished in other than black or natural finish, except moulders' shovels and grain scoops, which may be full polished on the face only, and except shovels delivered to the Army or Navy of the United States, which shovels shall be finished in accordance with the procurement specification of the War Department or Navy Department as the case may be.

(4) *Gauges.* The gauges referred to are the steel manufacturers' standard gauges, and are subject to the manufacturers' standard tolerances. The gauge of blades is to be determined by averaging five measurements taken as specified in Federal Specification GGG–S–326.

(5) *Handle finish.* Neither long handles, nor the stems of D handles, shall be painted

or otherwise finished than by sanding and waxing, except all shovels delivered to the Army or Navy of the United States, which shovels shall be painted in accordance with specifications of the War Department or the Navy Department as the case may be. Any metal used in the construction of D handles may be given a protective coating, or the entire D may be so coated, but only so far along the stem as is necessary to cover any metal used in the construction of the D.

(6) *Handle lifts.* Each kind and size of hand shovel, spade, scoop, telegraph spoon, and snow shovels shall be manufactured with only one lift, which shall be in accordance with the individual manufacturer's present standard practice, except corrugated coal shovels, which may be made with lifts of 21, 17, 14, and 11 inches, and eastern pattern scoops, which may be made with lifts of 21 and 13 inches, also in low lift of approximately 10 inches.

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

TABLE I—HAND SHOVELS

Kind	Grades	Gauge	No.	Blade: Multiple size [1] Hollow back	Closed back	Plain back and solid shank or solid socket [2]	Steps
				Inches	*Inches*	*Inches*	
1. Barn or general purpose	C	16	2	12 x 21			
2. Coal, corrugated [3]	Alloy, A, B, C	17	2	14 x 23			
			4	15 x 24			
3. Coal dust, or bug dust	B or C	16	4	14 x 21			
4. Round Point	Alloy, A, B, C	16	2	10 x 21¼	10 x 21¼	9⅞ x 11⅞	[4]
			2	10 x 21¾	10 x 21¾	10 x 12¼	[4]
	Alloy, A, B	14	4	11 x 22¾	11 x 22¾	11 x 13¼	[4]
			6	12 x 23¾	12 x 23¾	12 x 14¼	[4]
	C	15	2	10 x 21¾	10 x 21¾	10 x 12¼	[4]
			4	11 x 22¾	11 x 22¾	11 x 13¼	[4]
5. Square Point	Alloy, A, B, C	16	2	10 x 21¼	10 x 21¼	9⅞ x 11⅞	[4]
			2	10 x 21¾	10 x 21¾	10 x 12¼	[4]
	Alloy, A, B	14	4	11 x 22¾	11 x 22¾	11 x 13¼	[4]
			6	12 x 23¾	12 x 23¾	12 x 14¼	[4]
	C	15	2	10 x 21¾	10 x 21¾	10 x 21¼	[4]
			4	11 x 22¾	11 x 22¾	11 x 13¼	[4]
6. Irrigating	B	15	2	10 x 21¾	10 x 21¾	10 x 12¼	[4]
7. Mining—stiff point and spring point.	Alloy, A, B	14	2		10 x 21¾	10 x 21¼	[4]
8. Moulders'	Alloy, A, B, C	15	2	10 x 21¾	10 x 21¾	10 x 12¼	
9. Ore	Alloy, A, B	14	4	11 x 21¼			
10. Telegraph	Alloy, A	13	2			10 x 12¼	
11. Track	Alloy, A	13	2	[5] 10 x 21¾	[5] 10 x 21¾	10 x 12¼	[4]
12. Intrenching shovel [7]							

[1] Multiple size is the size of the flat sheet of steel required to make one blade. The same multiple size is to be used for both D and long handled shovels of a given number (size).
[2] The trimmed blank for a solid shank shovel is to be the same size as the blank for a similar type and size of plain back shovel.
[3] To be made in lifts of 21, 17, 14, and 11 inches.
[4] With or without steps; one type only.
[5] [Deleted Sept. 11, 1944.]
[6] If step is made as an integral part of blade, add ¾ inch to the length of the multiple.
[7] To be in accordance with U. S. Army Specification No. 17-172.

TABLE II—SPADES

Kind	Grades	Gauge	Blade: Multiple size [1] Length or size number	Hollow back and closed back	Plain back and solid shank [2]	Steps
				Inches	*Inches*	
13. Ditch or post	Alloy, A, B	14	14-in	7⅛ x 23	7⅛ x 14	One type
			16-in	7⅛ x 25	7⅛ x 16	One type
			18-in	7⅛ x 27	7⅛ x 18	One type
14. Drain-round point	Alloy, A, B	14	14-in	7⅛ x 23	7⅛ x 14	One type
			16-in	7⅛ x 25	7⅛ x 16	One type
			18-in	7⅛ x 27	7⅛ x 18	One type
15. Garden	C	13	No. 2	8 x 21¾ [3] [4]	7⅜ x 12¼ [4]	One type
16. Nursery	Alloy, A	13	No. 2		7⅜ x 13¾ [4]	One type

[1] Multiple size is the size of the flat sheet of steel required to make one blade. The same multiple size is to be used for both D and long handle spades of a given size.
[2] The trimmed blank for a solid shank spade is to be the same size as the blank for a similar type and size of plain back spade.
[3] If sockets are rolled, a shorter multiple may be used, so that the trimmed blank will correspond with the length given.
[4] If step is made as an integral part of the blade, add ⅜ inch to the length of the multiple.

TABLE III—SCOOPS AND TELEGRAPH SPOONS

Kind	Grades	Gauge	No.	Blade: Multiple size [1] Hollow back	Plain back and solid shank [2]	Steps
				Inches	*Inches*	
17. Ash pit (low lift)	C	16	4	13 x 24½		
*17A. Household furnace	C	[6]16	0	11½ x 22¾		
18. Break-down, diamond point	Alloy, A, B	15	5	14 x 24½		Turned.
19. Coal yard (western pattern, flat point)	Alloy, A, B	16	8	13¾ x 26		
20. Eastern pattern or locomotive [3]	Alloy, A, B, C	16	2	12½ x 23½		
			4	13 x 24½		
			6	13½ x 25½		
			8	14¾ x 26		
21. Grain corrugated (western pattern)	C	17	10	15¼ x 27		
			12	15¾ x 28		
			14	16¼ x 29		
22. Gravel, round point	Alloy, A, B, C	16	2	12½ x 23½		Turned.
TELEGRAPH SPOONS						
23. Eastern pattern	Alloy A	13			10 x 12¼ [4]	
24. Western pattern	Alloy A	13			10 x 12¾ [4]	

[1] Multiple size is the size of the flat sheet of steel required to make one blade. The same multiple size is to be used for both D and long handle scoops of a given size number.
[2] The trimmed blank for a solid shank spoon is to be the same size as the blank for a similar type and size of plain back spoon.
[3] To be furnished in lifts of 21 and 13 inches, also in low lift of approximately 10 inches.
[4] May be made from smaller multiples, if desired
[5] 15 or 17 gauge steel may be substituted for 16 gauge when the latter is not available.
[6] Item 17A is governed by the provisions of paragraph (c) of this schedule.

TABLE IV—SNOW SHOVELS

Large blade variety, having blades approximately 18 inches wide by 15 inches long, with handles attached directly to the blade or set in a socket attached to the blade.

NOTE: Governed by the provisions of paragraph (c) of this schedule.

[F. R. Doc. 44-14003; Filed, Sept. 11, 1944; 11:43 a. m.]

PART 3133—PRINTING AND PUBLISHING

[General Limitation Order L-188, as Amended Sept. 11, 1944]

LOOSE LEAF METAL PARTS AND UNITS, AND MECHANICAL BINDINGS

§ 3133.45 *General Limitation Order L-188*—(a) *Definition.* For the purpose of this order:

(1) "Binder" means a blank book, loose leaf book or cover.

(2) "Unit" means a complete device, including mechanical bindings, designed to hold together loose leaves, covers, paper products or other materials in a binder.

(3) "Part" means a component used in the construction of a unit.

(4) "To fabricate" means to change the shape or form of metal in any manner.

(5) "To assemble" means to combine parts into completed units. It does not mean to attach completed units to binders.

(b) *Allotments.* In any calendar quarter, it is the intention of the War Production Board to allot iron or steel to a fabricator of loose leaf metal parts and units in an amount equal to 18¾ percent by weight of metal fabricated by him into metal parts and units in the calendar year 1941.

(c) *Order M-126.* Conservation Order M-126 does not apply to binders.

(d) *Restrictions on materials.* No metal other than iron, steel, aluminum or zinc may be used in fabricating metal parts or units for binders. Zinc may be used only for the purpose of applying a protective coating or plating.

(e) *How to get materials.* Persons who wish to get materials to fabricate units or parts may get them pursuant to CMP regulations, or Priorities Regulation 13. In addition, they may apply under Priorities Regulation 25.

(f) *Appeals.* Any appeal from the provisions of this order shall be made by filing Form WPB-1477 (PD-500), referring to the particular provisions appealed from and stating fully the grounds of the appeal.

(g) *Communications.* All communications concerning this order shall be addressed to War Production Board, Printing and Publishing Division, Washington 25, D. C., Ref: L-188.

(h) *Violations.* Any person who wilfully violates any provision of this order, or who in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using materials under priority control and may be deprived of priorities assistance.

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-14004; Filed, Sept. 11, 1944; 11:42 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 4, as Amended Sept. 11, 1944]

SALES OF CONTROLLED MATERIALS BY WAREHOUSES AND DISTRIBUTORS

§ 3175.4 *CMP Regulation 4*—(a) *Purpose and scope.* This regulation describes the procedure to be followed by warehouses and distributors in delivering controlled materials from stock (including consigned stock) except that in the case of steel, deliveries from one distributor to another are governed by Orders M-21-b-1 and M-21-b-2.

Steel

(b) *Definitions with respect to steel.* The following definitions shall apply for the purpose of this regulation and for the purpose of any other CMP regulation unless otherwise indicated:

(1) "Steel" means carbon steel, alloy steel, and wrought iron, in the forms and shapes listed in Schedule I of CMP Regulation No. 1.

(2) "Distributor" means any person (including a warehouse, jobber, dealer or retailer) who is engaged in the business of receiving steel for sale or resale in the form received or after performing such operations as cutting to length, shearing to size, torch cutting or burning to shape, sorting and grading, pipe threading, or corrugating or otherwise forming sheets for roofing and siding; but a person who, in connection with any sale, bends, punches or performs any fabricating operation designed to prepare steel for final use or assembly shall not be deemed a distributor with respect to such sale.

(c) *Rejection of orders.* (1) A distributor must reject all orders except those which he is required or permitted to fill under paragraph (d).

(2) [Deleted Jan. 13, 1944.]

(3) A distributor must not deliver any steel on an authorized controlled material order bearing a specific allotment number except in the period for which the allotment was made or within 15 days before or 30 days after such period. For example, a distributor receiving an order bearing the allotment number N-1-4Q43 may fill the order at any time during the period September 15, 1943, through January 31, 1944. Orders bearing symbols such as MRO which do not have to bear any quarterly identification are not subject to this provision.

(4) A distributor may reject any order for steel on which the customer does not specify immediate delivery. Even if he elects to accept an authorized controlled material order calling for future delivery, he is not allowed to set aside the steel covered by such order. He must deliver it on any order calling for immediate delivery that he is required to fill under paragraphs (d) (1), (2) or (3), and may deliver it on any order calling for immediate delivery that he is permitted to fill under paragraph (d) (4).

(5) A distributor may reject any order calling for the delivery of steel which he does not have in stock or which he does not know is in transit to his stock.

(6) A distributor may reject all or any part of an order which the War Production Board specifically authorizes him to reject. If a delivery would deplete his stock to a point where his function in the distribution of steel would be seriously impaired, he may apply to the War Production Board for authority to reject the order and may delay filling the order until his application is acted upon.

(d) *Orders which must be filled.* A distributor must fill the following kinds of orders unless he is required or permitted to reject them under paragraph (c):

(1) A distributor must fill all authorized controlled material orders.

(2) A distributor must fill orders for delivery to farmers as required by Priorities Regulation No. 19.

(3) A distributor must fill orders bearing preference ratings of AAA.

(4) A distributor may fill other orders as follows, but is not required to do so regardless of whether rated or not:

(i) Orders in amounts of $25 or less. No endorsement is required on such orders.

(ii) Orders calling for delivery to one customer during any calendar quarter of not more than 10 tons of carbon steel, 1,000 pounds of stainless steel and 2 tons of other alloy steel, providing such deliveries of any one product group and type to one customer do not exceed the amounts shown below:

	Quantities in pounds per quarter unless otherwise stated		
	Carbon (including wrought iron)	Stainless	Alloy (Other than stainless)
Tool steel, including drill rod	300	-------	300
Mechanical tubing	1,000*	100*	300*
Wire rope and strand	300*	-------	-------
Music Wire	300	-------	-------
All other steel products	20,000	1,000	4,000

*Feet per quarter.

Each order placed under this paragraph (d) (4) (ii) must be accompanied by or endorsed with both the standard form of certification in CMP Regulation No. 7 and the following sentence: "This order is placed under paragraph (d) (4) (ii) of CMP Regulation No. 4."

The purpose of this paragraph (d) (4) (ii) is to permit persons using small

quantities of steel to obtain their requirements without the use of allotments; it is not to allow users of large quantities to obtain steel in addition to their purchases on authorized controlled material orders. Therefore, a person who buys any steel under this paragraph (d) (4) (ii) cannot receive any kind or type of steel from producers or distributors in any quarter in excess of the amounts shown in the above table whether it is received on authorized controlled material orders or otherwise. Consequently, in general, a person should plan to buy all his steel either under this paragraph or on authorized controlled material orders, but not both. Purchases of steel from persons other than producers or distributors do not affect the amount which can be bought under this paragraph. Such purchases are subject to the provisions of Priorities Regulation 13 and paragraph (u) of CMP Regulation No. 1.

Copper

(e) *Definitions with respect to copper.* The following definitions shall apply for the purpose of this regulation and for the purpose of any other CMP regulation unless otherwise indicated:

(1) "Copper wire mill product" means bare, insulated or armored wire or cable for electrical conduction made from copper or copper base alloy or copper-clad steel containing more than 20% copper by weight.

(2) "Brass mill product" means sheet, wire, rod or tube made from copper or copper base alloy. This does not include copper wire mill products.

(3) "Warehouse" means any industrial supplier, mill supplier, plumbing supply house, electrical wholesaler or other person engaged in the business of distributing brass mill products or copper wire mill products to industry or trade otherwise than as a controlled materials producer and includes warehouses owned by mills.

(4) "Item of copper wire mill product" means any wire or cable made from copper, copper base alloy or copper-clad steel containing more than 20% copper by weight for electrical conduction which is different from all other items of that form by reason of one or more differences of its specifications, such as size, alloy or insulation. Differences in temper or length do not differentiate items.

(5) "Item of brass mill product" means sheet, wire, rod or tube made from copper or copper base alloy, which is different from all other items of that form, by reason of one or more differences of its specifications, such as size, shape, gauge, thickness or alloy. Differences in temper or length do not differentiate items except in the case of copper and brass sheet, where differences in temper will constitute different items.

(6) "Warehouse stock" means brass mill or copper wire mill products physically located in warehouse inventories, whether owned or held on consignment by the warehouse.

(f) *Delivery of brass mill or copper wire mill products*—(1) *Delivery from warehouse stock.* (i) A warehouse shall fill authorized controlled material orders for brass mill or copper wire mill products, in accordance with this regulation, if it can fill the orders from its stock. In no case, however, may a warehouse fill an order for brass mill or copper wire mill products unless the purchaser has the right to accept delivery under the provisions of this paragraph (f) which limit the amount of brass mill and copper wire mill products which a purchaser may get from a warehouse. A warehouse is entitled to rely on a certificate furnished by any of its customers under paragraph (f) (1) (iv) of this regulation, unless it knows or has reason to believe the certificate to be false.

(ii) Beginning May 15, 1944 no person shall place orders for delivery from warehouse stock of any item of brass mill product to any one destination, during any calendar week which aggregates more than 500 pounds gross weight, or, effective immediately, for delivery, during any one calendar month, which aggregate more than 2,000 pounds gross weight and no person shall accept any delivery in excess of these amounts. However, the 500 pound limitation does not apply to a single continuous length of rod, tube, pipe, sheet or strip and neither the 500 pound nor the 2,000 pound limitation applies to condenser tubes or to the resale of brass mill products obtained by brass mill warehouses through an authorization issued by a Regional Office of the War Production Board or by the Copper Recovery Inventory Branch, War Production Board, 350 5th Avenue, New York City, New York.

(iii) No person shall place orders for delivery from warehouse stock of any item of copper wire mill product to any one destination during any one calendar month, which aggregate more than 3,000 pounds copper content and no person shall accept any such delivery in excess of this amount, except that this limitation does not apply to the resale of copper wire mill products obtained by copper wire mill warehouses through an authorization issued by a Regional Office of the War Production Board or by the Copper Recovery Inventory Branch, War Production Board, 350 Fifth Avenue, New York City, New York.

(iv) No person shall place an order under this paragraph (f) (1) and no warehouse shall accept an order unless it is accompanied by, or endorsed with, a certificate in the form provided in CMP Regulation No. 7 (or a certificate prescribed by any regulation or order of the War Production Board for use in placing an authorized controlled material order), signed manually or as provided in Priorities Regulation No. 7.

(2) *Shipments direct to customer or to* fill under paragraph (f) (1) or (f) (2) to order material to fill a specific authorized controlled material order of a customer instead of filling it from stock, it may order the material either for direct shipment to the customer or for shipment via the warehouse, by placing on its order the customer's name and allotment number or symbol. Such an order is to be treated as an authorized controlled material order. The warehouse may not treat the delivery to the customer as made from stock and may not request a replacement. However, in the case of brass mill products, a warehouse may order from another warehouse only if it does not have the material in inventory and needs it for immediate delivery to a customer on an authorized controlled material order. It must state these facts on its order.

(3) *Rejection of orders.* (i) A warehouse must not fill any order for brass mill or copper wire mill products except those which it is required or permitted to *fill specific orders.* If a warehouse wants above.

(ii) A warehouse must not deliver any brass mill or copper wire mill product on an authorized controlled material order except in the quarter for which the allotment appearing on the order is valid. Orders bearing symbols such as "MRO" or "SO" which do not have to bear any quarterly identification may be filled during any quarter, but such orders must indicate when delivery is required if for other than immediate delivery.

(iii) A warehouse may reject any order calling for immediate delivery of brass mill or copper wire mill products which it does not have in stock or know to be in transit to its stock.

(iv) A warehouse may reject an order calling for future delivery. If it elects to accept the order, it must not set aside or hold any material to fill it.

Aluminum

(g) *Definitions with respect to aluminum.* The following definitions shall apply for the purpose of this regulation and for the purpose of any other CMP Regulation unless otherwise indicated:

(1) "Aluminum" means aluminum in any of the forms and shapes constituting controlled material as defined in CMP Regulation No. 1.

(2) "Distributor" means any person who has received or proposes to receive physical delivery of aluminum into his stock for sale or resale in the same form, or after performing such operations as cutting to length, shearing to size, sorting and grading.

(h) (1) *Deliveries of aluminum by distributors.* Each distributor shall, to the extent of his available stock, fill authorized controlled material orders, orders bearing the symbol AM, and orders which he has been specifically directed in writing by the War Production Board to fill (i) except that he may reject any such order calling for delivery at any one time, to any one person at any one destination, of more than 2,000 lbs. of any gage, alloy and size of aluminum sheet, or more than 900 lbs. of any alloy, shape and size of aluminum wire, rod or bar, or more than 600 lbs. of any alloy, size or shape of aluminum tubing, extrusions or structural shapes and (ii) except that he also may reject any order from another distributor.

(2) No distributor shall deliver any aluminum except to fill an authorized controlled material order or pursuant to a specific direction of the War Production Board.

(3) The restrictions of this regulation do not apply to aluminum powder, flake,

pigment, or paste delivered for the purpose of making paint, ink, or other coating or liquid welding compound. Such aluminum powder, flake, pigment or paste may be delivered by a distributor on rated or unrated purchase orders subject to the provisions of Priorities Regulation No. 1.

General Provisions Applicable to Steel, Brass Mill Products, Copper Wire Mill Products and Aluminum

(i) *Directions to distributors and warehouses.* Each distributor and warehouse shall comply with such directions as may be issued from time to time by the War Production Board with respect to making or withholding deliveries of steel, brass mill products, copper wire mill products or aluminum, and with respect to the earmarking of stocks of such material.

(j) *Placement of authorized controlled material orders.* A delivery order for steel, brass mill products, copper wire mill products or aluminum, shall be deemed an authorized controlled material order, if but only if,

(1) It is specifically designated as an authorized controlled material order by any regulation or order of the War Production Board; or

(2) It is endorsed with the appropriate certification and allotment number or symbol in the way prescribed by paragraph (s) (3) of CMP Regulation No. 1.

(3) A delivery order for steel, brass mill products, copper wire mill products or aluminum, placed with a distributor or warehouse shall be considered as calling for immediate delivery unless the order specifically provides otherwise.

(k) *Verbal delivery orders.* Any delivery order requiring shipment within seven days may be placed verbally or by telephone by stating to the distributor or warehouse the substance of the information required by this regulation, *Provided,* That the person placing the order furnishes to the distributor or warehouse, within fifteen days after placing the same, written confirmation of the order complying with the requirements of this regulation. In case of failure to receive written confirmation within fifteen days, the distributor or warehouse shall not accept any other order from, or deliver any additional material of any kind to, the purchaser until such written confirmation is furnished. On or before the twentieth day of each month any distributor or warehouse who has received in the prior month a delivery order by telephone, shall notify the appropriate Regional Compliance Office of the War Production Board, of any case in which a purchaser has failed to furnish to him the written confirmation when due.

(l) *Special provisions with respect to AAA orders.* Notwithstanding the foregoing provisions of this regulation, an authorized controlled material order placed with a distributor or warehouse bearing a rating of AAA shall be filled in preference to any other authorized controlled material orders regardless of time of receipt.

(m) *Communications.* All communications concerning this regulation should be addressed to the War Production Board, Washington 25, D. C., Ref: CMP Regulation No. 4 (specify whether steel, copper or aluminum).

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

INTERPRETATION 1

DISTRIBUTORS OF AUTOMOTIVE REPLACEMENT PARTS

The definitions of "distributor" and "warehouse" appearing in paragraphs (b) (2) and (e) (3) of CMP Regulation No. 4 are not deemed to include persons engaged solely in the business of distributing automotive replacement parts. Consequently, such persons may sell, for use as automotive replacement parts, such items as bulk or spooled primary and spark plug wire, battery cables and magnet wire without reference to the terms of CMP Regulation No. 4, but subject to the provisions of General Limitation Order L–158 and other applicable regulations or orders (Issued Feb. 27, 1943)

[F. R. Doc. 44–14000; Filed, Sept. 11, 1944; 11:43 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 6, Direction 1, as Amended Sept. 11, 1944]

SPECIAL PROCEDURE FOR AUTHORIZATION OF CONSTRUCTION

The following direction is issued pursuant to CMP Reg. 6:

(a) *What this direction does.* (1) GA 1456 is the form used in authorizing agricultural, commercial and industrial construction and all other kinds of construction except as indicated in paragraph (a) (2) below, and in giving priorities assistance needed in connection with the construction authorized. The form is also used in granting priorities assistance needed for construction work of the kind mentioned even though no authorization to do construction is needed. This direction tells how to buy controlled materials and other products and materials needed to carry on the construction work described in the form.

(2) This direction does not apply to a person doing construction work which has been authorized or rated on forms other than GA 1456. Other forms are used for housing (except farm houses, and hotels which use a GA 1456); for certain kinds of construction carried on by the Army and Navy; for water, gas, steam heating, electric power, telephone and telegraph facilities for use by the public; for petroleum facilities; and for certain other specialized kinds of construction which are provided for under blanket orders of the WPB or by special authorization forms. CMP Regulation No. 6 and other directions to that regulation tell how construction of the kinds mentioned in this sub-paragraph (a) (2) is handled under the Controlled Materials Plan.

(b) *Applications and authorizations.* An application for an authorization on Form GA–1456 should be made on Form WPB–617. An application to amend an authorization on Form GA–1456 should also be made on Form WPB–617. If the application is approved, Form GA–1456 will be issued assigning the allotment symbol F–6 and an appropriate preference rating which may be used to order all products, machinery, equipment, and material needed to complete the project, except as provided by the next paragraph.

(c) *Limitation on the use of the allotment symbol and preference rating.* The allotment symbol and preference rating assigned on Form GA–1456 may only be used to order materials and equipment needed to complete the project in accordance with the terms of the authorization. Furthermore, the symbol and rating may only be used to order those items of machinery and equipment of the kind that must be listed in Section III of Form WPB–617 which have been approved under the terms of the authorization on Form GA–1456. The applicant must construct in accordance with the construction limitations contained in Schedule A of CMP Regulation No. 6. The symbol and rating may not be used to purchase any material which the applicant is forbidden to use in construction by Schedule A of CMP Regulation No. 6. Certain exceptions to and special authorizations under the Schedule A may be obtained as explained in the next paragraph. If Schedule A is amended after the builder receives his GA–1456 authorization, he may construct according to either the amended schedule or the schedule in effect at the time his GA–1456 authorization was issued.

(c–1) *Authorization of prohibited material and equipment.* Schedule A of CMP Regulation No. 6 lists certain materials and equipment which may not be used in construction. If the applicant needs to use any of these materials or equipment in the construction covered by the application, he should ask for permission to use them, listing them separately as provided in the instructions on Application Form WPB–617. Appendix II of Schedule A lists certain types of equipment for which an additional special application must generally be made to the War Production Board in order to get it for a project. If the applicant needs to get any of this specially listed equipment for a project, and if Appendix II indicates that no special application form needs to be used, he may apply for permission to get this equipment on Form WPB–617, as directed by the instructions to that form. However, if Appendix II of the Construction Limitations indicates that a supplemental application must be filed to get the equipment, the applicant must file such supplemental application and must get his authorization under that application.

The War Production Board may authorize the applicant to get and use material and equipment on Schedule A, or equipment on Appendix II of Schedule A for which a special application is not required, by specific authorization on Form GA–1456. If it does so, the applicant may get and use the material or equipment without further special authorization, notwithstanding the provisions of any other order of the War Production Board which requires authorization on a special form or letter. In order that the supplier will know that a delivery of a prohibited material or of equipment listed in Appendix II of Schedule A is permitted under this direction, the person getting an authorization for the material or equipment on Form GA–1456 should add to the standard certification in Priorities Regulation No. 7 the following: "Delivery approved on Form GA–1456 under Direction 1 to CMP Regulation No. 6."

(d) *How to order materials.* (1) The allotment symbol may be used to order controlled materials and Class A products by:

(i) The applicant;

(ii) By manufacturers of Class A products or Class A components of Class A products to be incorporated in the project;

(iii) By contractors and sub-contractors doing all or any part of the construction work.

The applicant must not use the allotment symbol or give others the right to use it before he has received a GA 1456 authorization. A manufacturer, contractor or subcontractor must not use it, or give others the right to use it, unless he has received a statement in substantially the following form endorsed on the order or contract by the person placing it, signed manually or in the way explained in Priorities Regulation 7:

Serial Number ------ (identifying project). You are authorized to use the allotment symbol F-6 to order controlled materials and Class A products needed to fill this order or contract.

It is not necessary to show the quantities of controlled materials in this statement. Its use shall constitute a representation by the person signing it to the person with whom the order or contract is placed, and to the War Production Board, subject to the penalties of section 35A of the United States Criminal Code, that he has the right to authorize the person with whom the order or contract is placed to use the allotment symbol to fill the order or contract. The standard form described in Priorities Regulation 7 cannot be used instead of the above statement.

(2) The preference rating may be used to order all materials other than controlled materials. If an applicant, contractor or subcontractor orders a Class A product the certificate described in Priorities Regulation 7 must be used in addition to the statement set forth in paragraph (d) (1) above. If a contractor or sub-contractor needs a preference rating to buy materials the rating may be given him by use of the certificate set forth in Priorities Regulation 7. In using the rating to buy all products and materials other than controlled materials or Class A products the certificate in Priorities Regulation 7 must be used and the allotment symbol F-6 must be used along with the preference rating for purposes of identification.

(3) Each person using the allotment symbol or preference rating must maintain at his regular place of business, for a period of two years, records of the right to use the symbol or preference rating, records, kept by serial number identifying the project, of the amount of materials ordered with the allotment symbol or rating and records showing that the materials so ordered were used for the purpose for which the right to use the symbol or rating was granted.

(4) The use of the allotment symbol F-6 will not be limited to any particular month or quarter and, therefore, no quarterly identification need be shown when using it. Authorized controlled material orders must, however, show the month in which delivery is requested. The allotment symbol and preference rating may not be used by the applicant in placing authorized controlled material orders or rated orders after the expiration date of the project but delivery after such date may be accepted on orders placed before then.

(5) The allotment symbol and preference rating must not be used to order materials in greater quantities, or on earlier dates, than needed for the construction. It may be used not only to order materials needed for the construction but also to replace in inventory materials used for the construction. Attention is called to CMP Regulation No. 2 which places a restriction on inventories of controlled materials which must be complied with.

(6) A person who has the right under this direction to use an allotment symbol in ordering controlled materials must endorse the symbol on his order and the form of certification set out in CMP Regulation No. 7, signed manually or in the way explained in Priorities Regulation No. 7. An order so endorsed is an authorized controlled material order (i) if it is a "delivery order" as defined in paragraph (b) (9) of CMP Regulation No. 6, (ii) if it is in sufficient detail to permit entry on mill schedules and (iii) if, when placed with a controlled materials producer, it is received at such time in advance as is specified in Schedule III of CMP Regulation No. 1, or at such later time as the controlled materials producer may find it practicable to accept the same.

(e) [Deleted Sept. 11, 1944.]

(f) *Transfers of allotments or preference ratings.* Transfers of allotments or preference ratings by applicants (as distinguished from making an allotment or applying a rating to a supplier) shall not be made unless the transfer of the related authorization to begin construction is approved by the authorizing agency.

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-14001; Filed, Sept. 11, 1944; 11:43 a. m.]

PART 3274—MACHINE TOOLS AND INDUSTRIAL SPECIALTIES

[Limitation Order L-201, as Amended Sept. 11, 1944]

AUTOMOTIVE TIRE CHAINS, TRACTOR TIRE CHAINS, AND CHAIN PARTS

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of critical materials entering into the manufacture of tire chains for use on passenger autos, commercial vehicles, and farm tractors for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3274.76 *Limitation Order L-201*—(a) *Definitions.* For the purposes of this order:

(1) "Tire chain" means:

(i) A complete chain assembly, whether or not reinforced, made for use on a tire of a passenger auto, commercial vehicle, or farm tractor in order to increase the traction of the tire.

(ii) Any cross chain, lock, hook, plate, or side chain, whether or not reinforced, made for use in repairing a complete tire chain.

(iii) Any chain assembly of the strap-on or single-chain type.

(2) "Passenger auto" means any passenger vehicle propelled by an internal combustion engine and having a seating capacity of less than eleven persons.

(3) "Commercial vehicle" means any light, medium, or heavy motor truck, truck-tractor, truck trailer, off-the-highway motor vehicle, passenger carrier having a seating capacity of eleven or more persons, or tractor other than a farm tractor.

(4) "Consumer" means the owner or operator of the vehicle for which tire chains are required, or the user of such tire chains for any other purpose.

(b) *Limits on types and sizes of tire chains.* (1) A producer must not make any tire chains containing any metal other than low carbon steel, or any tire chains which are plated with metal.

(2) A producer must not make any tire chains except for use on the following sizes of tires:

(i) Tires for passenger autos: 6.00-16 (in "light car special" type only); 6.50-16; 7.00-16; 7:50-16.

(ii) Tires for commercial vehicles other than farm tractors: 6.00-16, 6.50-20/32 x 6; 7.00-20; 7:50-16; 7.50-17; 7.50-20/34 x 7; 8.25-20; 9.00-20; 9.75-20.

(iii) Tires for farm tractors: As required.

(3) All tire chain produced for passenger autos or commercial vehicles must be of the types called A, C, G, and M in Tire Chain Specifications No. 7140, copyrighted by The Chain Institute, Inc., Chicago, Illinois, published July 1, 1940.

(c) *Production of specially sized tire chain.* Tire chain in types and sizes other than those permitted by paragraphs (b) (2) and (b) (3) may also be made when individually ordered for delivery by the producer directly to the consumer. This is an exception to paragraphs (b) (2) and (b) (3).

(d) *Limits on production*—(1) *For passenger autos.* Between April 1, 1944, and March 31, 1945, a producer must not use in the production of tire chain for passenger autos more than 24 percent of the total weight of metals used in the production of all tire chain (whether for passenger autos or commercial vehicles) sold by him during the period April 1, 1941-March 31, 1942.

(2) *For commercial vehicles.* Between April 1, 1944, and March 31, 1945, a producer must not use in the production of tire chain for commercial vehicles more than 24 percent of the total weight of metals used in the production of all tire chain (whether for passenger autos or commercial vehicles) sold by him during the period April 1, 1941-March 31, 1942.

(3) *For farm tractors.* Between April 1, 1944, and March 31, 1945, a producer must not use in the production of tire chain for farm tractors more than the total weight of metals used in the production of all tire chain for farm tractors sold by him either during the year April 1, 1940-March 31, 1941, or the year April 1, 1941-March 31, 1942, whichever is greater.

(4) *Increased production in critical labor areas and requirement for special authorization.* Notwithstanding the increase in production permitted by this order, no producer's plant located in a Group I or Group II Labor Shortage Area as classified by the War Manpower Commission shall, during the period April 1, 1944-March 31, 1945, put into process for the production of tire chain under this order a total weight of metals in excess of that legally put into process during the period April 1, 1943-March 31, 1944, unless specific authorization to do so is obtained from the War Production Board. The policy of the War Production Board will be to authorize the using of an increased weight of metals for such production so as to avoid increasing requirements for labor in labor

shortage areas. Any producer seeking specific authorization under this paragraph should file a written statement in triplicate with the War Production Board, Washington, D. C., explaining fully how labor requirements for the requested increase will be met.

(5) *Exclusions in determining quota.* In determining production quotas under this paragraph (d) sales of tire chain during the base period to or for the account of persons described in paragraph (e) below shall not be included.

(6) *Scheduling of tire chain production.* Each producer may schedule production of the quantity of tire chain which he is allowed to produce by this paragraph (d) regardless of preference ratings on orders for tire chain or other kinds of chain. An exception to this rule is that production of tire chain under this order shall not be permitted to delay the production and delivery of any order for tire chain or other kinds of chain rated AAA; or to delay the production or delivery more than thirty days beyond the required delivery date of any order for tire or other kinds of chain for delivery to or for the use of the Army, Navy, Maritime Commission, or War Shipping Administration.

(e) *Exceptions to applicability of this order.* With the exception of the restrictions contained in paragraph (b) (1), the restrictions of this order shall not apply to:

(1) Any contract or purchase order for material to be delivered to, or for the account of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Selective Service System, the Civil Aeronautics Administration, the National Advisory Committee for Aeronautics, the Office of Scientific Research and Development, Defense Supplies Corporation, Metals Reserve Company, or the Treasury Department under Treasury Procurement Supply (TPS) contract.

(2) Any contract or purchase order placed by any agency of the United States Government for material to be delivered under the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(3) Any contract or purchase order for material which is to be ultimately delivered to the government of any country whose defense the President deems vital to the defense of the United States pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(f) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board.

(g) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(h) *Exceptions and appeals* — (1) *Production under Priorities Regulation 25.* Any person who wants to use more metal in the production of tire chains than the quota fixed in paragraph (d) (1), (d) (2) or (d) (3) (including a person who has no quota under this order) may apply for permission to do so as explained in Priorities Regulation 25. The provisions of paragraph (d) (6) do not apply to production authorized under Priorities Regulation 25.

(2) *Appeals.* Any appeal from the provisions of this order other than the restrictions in paragraphs (d) (1), (d) (2) and (d) (3) shall be made on Form WPB-1477 (formerly PD-500) or by filing a letter in triplicate with the field office of the War Production Board for the district in which is located the plant or branch to which the appeal relates, referring to the particular provision appealed from and stating fully the grounds of the appeal. No appeal should be filed from the provisions of paragraphs (d) (1), (d) (2) and (d) (3).

(i) *Communications.* All communications concerning this order shall unless otherwise directed be addressed to: War Production Board, Tools Division, Washington 25, D. C., Ref.: L-201.

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-14005; Filed, Sept. 11, 1944; 11:42 a. m.]

PART 3291—CONSUMERS DURABLE GOODS

[Limitation Order L-13-a, as Amended Sept. 11, 1944]

METAL FURNITURE AND FIXTURES

§ 3291.50 *Limitation Order L-13-a*— (a) *Definitions.* For the purposes of this order:

(1) "Manufacturer" means any person engaged in the production of metal furniture and fixtures.

(2) "Metal furniture and fixtures" includes the following: Swivel chairs containing any metal other than upholstery springs, casters and joining hardware; theatre seats; school furniture; insulated metal filing cabinets, safes; metal visible reference panels; other metal visible reference equipment; metal shelving; metal filing cabinets other than insulated filing cabinets; wood filing cabinets containing more than two pounds of essential operating steel hardware per drawer; metal lockers, metal storage cabinets; metal desks, metal office chairs; metal office tables, including typewriter and office machine stands (except those which are integral parts of the machine which they support); metal bank vault equipment; metal safe deposit boxes; metal office counters; any other metal furniture and fixtures, including but not limited to, waste paper baskets, metal trays and wire baskets. The definition includes any furniture and fixtures whether or not specifically mentioned, containing more than 5% of metal in the net weight of the finished product other than such minimum amount of iron or steel as is essentially required for nails, nuts, bolts, screws, clasps, rivets, and other joining hardware for the construction and assembly of non-metal structural parts, and other than casters and upholstery springs. It does not include time card racks subject to L-54-c, medical and surgical furniture and related equipment as defined in L-214, Schedule III; dental equipment, laboratory furniture, metal drafting tables, metal doors, metal door frames, and metal shutters subject to Limitation Order L-142, metal household furniture subject to Limitation Order L-62, or graphic arts machinery subject to Limitation Order L-326 wood filing cabinets containing not more than two pounds of essential operating steel hardware per drawer and wood typewriter desks containing metal typewriter mechanisms subject to Order L-260-a.

(3) "Preferred order" means any contract or purchase order calling for delivery to or for the account of the Army or Navy of the United States, the United States Maritime Commission or the War Shipping Administration.

(b) *Restrictions on production.* No manufacturer shall produce any new item of metal furniture and fixtures, except:

(1) Steel seating equipment designed for use at a work bench or production machine; steel work benches where required for safety, steel foremen's desks, shop boxes, stacking boxes, tool cases, and tool room shelving inserts.

(2) To fill preferred orders (i) which state on their face that the products are for use on a steel seagoing vessel or at an advance military base outside the 48 United States and the District of Columbia; or (ii) for insulated filing cabinets, safes and metal visible reference panels, regardless of where they are to be used. A manufacturer may not produce any item to fill preferred orders under this paragraph until the preferred order is actually received by him.

(3) Such additional metal visible reference panels as can be produced out of 40% of the aggregate weight of iron and steel used by a manufacturer in the pro-

duction of metal visible reference panels in the year ending June 30, 1941.

(c) No manufacturer shall use in the production of visible reference panels any new steel other than flat rolled sheets or strip less than twelve inches in width.

NOTE: Paragraph (d) formerly (c), redesignated and amended Sept. 11, 1944.

(d) *Restrictions on transfer.* No manufacturer shall sell or deliver any new item of metal furniture and fixtures, except:

(1) To fill orders of persons who use metal furniture and fixtures when the order is not for more than $25.00 worth of such metal furniture and fixtures. No person may divide orders for the purpose of evading the provisions of this paragraph.

(2) To fill orders for items listed under paragraph (b) (1).

(3) To fill preferred orders as specified in paragraph (b) (2).

(4) As authorized on Form WPB–1319. This form should be prepared in accordance with "Instructions for approved uses of Form WPB–1319" and filed by the ultimate consumer with the nearest office of the War Production Board, except in the following instances: Applications involving purchases by the Army, Navy, Maritime Commission and War Shipping Administration as well as cases involving tax amortization should be filed with the War Production Board, Washington 25, D. C., Ref.: L–13–a; applications involving export should be filed with the Foreign Economic Administration, Requirements and Supply Branch, Washington, D. C. If approval is granted, the ultimate consumer may certify by endorsement on his purchase order in the standard form prescribed in Priorities Regulation 7, adding the case number of the authorization on Form WPB–1319 he has received, or if he prefers he may certify as follows:

The War Production Board has authorized me to accept delivery on this order under the terms of Order L–13–a with which I am familiar. Delivery approved on Form WPB–1319, Case No. ---------.

Signature

A person receiving an authorization on Form WPB–1319 may only place his order with the manufacturer named in the application at the time the application was made.

(e) *Finished item deliveries.* No person shall deliver, offer for sale, or accept delivery of any metal furniture and fixtures or any metal furniture and fixture parts which he knows or has reason to believe was made, assembled or delivered in violation of this order.

(f) The restrictions of this order do not apply to the rebuilding or altering of previously fabricated parts or products when the rebuilt or altered product is to be used for the same purpose as that for which the fabricated part or product was originally intended.

NOTE: Paragraph (g) formerly (d) redesignated Sept. 11, 1944.

(g) *Reports.* On or before the tenth day following the close of each calendar month, every manufacturer of safes, insulated files, or visible reference panels, shall file with the War Production Board, Form WPB–1600, according to the instructions accompanying that form. This reporting provision has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

NOTE: Paragraph (h) formerly (e) redesignated and amended Sept. 11, 1944.

(h) *Exceptions and appeals*—(1) *Production under Priorities Regulation 25.* Any person who wants to produce any metal furniture and fixtures the production of which is prohibited or restricted by paragraph (b) of this order or any person who wants to use more iron or steel than he is permitted by paragraph (b) (3) to use in the manufacture of metal visible reference panels (including a person who has no quota under that paragraph) may apply for permission to do so as explained in Priorities Regulation 25. All the provisions of the order except the provisions of paragraph (b) must be complied with when authorization to manufacture is obtained under Priorities Regulation 25.

(2) *Appeals.* Any appeal from the provisions of this order other than the restrictions of paragraph (b) should be filed on Form WPB–1477 (in triplicate) with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates. No appeal should be filed from the restrictions of paragraph (b).

NOTE: Paragraphs (i) and (j) formerly (f) and (g) redesignated Sept. 11, 1944.

(i) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction, may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or accepting further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(j) *Communications.* All reports to be filed hereunder and all communications concerning this order except appeals, shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L–13–a.

Issued this 11th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44–14002; Filed, Sept. 11, 1944; 11:43 a. m.]

Chapter XI—Office of Price Administration

PART 1346—BUILDING MATERIALS

[RMPR 206,[1] Amdt. 6]

VITRIFIED CLAY SEWER PIPE AND ALLIED PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 206 is amended in the following respects:

1. Chart No. VIII of section 11.3 is hereby amended to add immediately after the column headed "Washington Zone 3" another column headed Oregon Zone 1; the amended chart to read as follows:

CHART VIII—SEATTLE TERRITORY

[Delivered by rail]

Discount number	Washington Zone 1				Washington Zone 2	Washington Zone 3	Oregon Zone 1
	Trade class 1	Trade class 2	Trade Class 3	Trade class 4	All trade classes	All trade classes	All trade classes
1	15	20	40	30	35	35	35
2	15	20	40	30	35	35	35
5	15	20	35	30	35	35	35
6	15	20	25	25	25	25	25
7	15	20	25	25	25	25	25
8	40½	44	58	51	50	45	45
9	40½	44	54½	51	50	45	45
10	40½	44	47½	47½	50	35	35
11	40½	44	47½	47½	50	35	35
15			[2] 25		[2] 25	[2] 25	[2] 25
16			[2] 25		[2] 25	[2] 25	[2] 25
17							
18			[2] 25		[2] 25	[2] 25	[2] 25
23					List	List	List
24		25	25		25	25	25

[1] Applies only to dealer sales. One-foot lengths 10 points less discount than above.
[2] Contractors on Federal projects 5 points less discount than above.

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 14281, 16995; 9 F.R. 4349, 7339, 8146, 9889.

2. Paragraph (a) (1) under section 11.4 is amended to read as follows:

(a) (1) The maximum f. o. b. factory price for straight or mixed carload shipments of sewer pipe products from a plant within Southern California, when intended for delivery by rail to a destination within any geographical zone set forth in Chart I, shall be determined by applying the appropriate discounts set forth in Chart I, to the list prices contained in section 11.2.

3. Paragraph (a) (13) under section 11.4 is amended to read as follows:

(13) The maximum f. o. b. factory price for carload shipments of sewer pipe products from a plant within the Spokane territory when intended for delivery by rail to a destination within the area covered by Chart XIII and to a purchaser designated as Class 3 in Chart XIII shall be determined by applying the appropriate discounts to the list prices contained in section 11.2.

This Amendment No. 6 shall become effective September 14, 1944.

Issued this 9th day of September 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-13959; Filed, Sept. 9, 1944; 11:49 a. m.]

PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 530,[1] Amdt. 2]

IMPORT PRICES FOR PULPWOOD PRODUCED IN QUEBEC, NEW BRUNSWICK AND NOVA SCOTIA, CANADA

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 530 is amended in the following respect:

The table of prices in section 9 (a) is amended to read as follows:

Species	*Canadian funds*
Poplar:	
Rough	$0.50
Peeled	.50
Spruce, Hemlock and Jack Pine:	
Rough	.75
Peeled	1.00

This amendment shall become effective September 8, 1944.

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

F. R. Doc. 44-13909; Filed, Sept. 8, 1944; 4:45 p. m.]

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 4478, 9973.

PART 1351—FOOD AND FOOD PRODUCTS

[RMPR 289,[1] Amdt. 12]

DAIRY PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 289 is amended in the following respects:

1. In the table of contents, the title of section 24 is changed to read:

24. Maximum prices for animal feeds made from milk products.

2. Section 1 (f) is amended to read as follows:

(f) Animal feeds made from milk products.

3. Footnote 2 to section 1 is amended to read as follows:

[2] Casein which is manufactured for human consumption or which is especially prepared and packed for laboratory purposes shall be priced pursuant to Maximum Price Regulation 280.

4. Section 22 (d) (3) is hereby revoked.

5. Section 24 is amended to read as follows:

SEC. 24 *Maximum prices for animal feeds made from milk products.* (a) *What products are covered.* This section establishes maximum prices for the following animal feeds made entirely from milk products: in dried form, skim milk, sour skim milk, buttermilk, whey, and whey solubles (all of which are referred to in this section as "dried milk animal feeds"); and the same products in condensed, concentrated, or evaporated form (all of which are referred to in this section as "condensed milk animal feeds"). This section also provides a method for establishing maximum prices for an animal feed product composed of a mixture of 50% or more by weight or volume of milk product ingredients and 50% or less of non-milk feed ingredients. (These mixtures are referred to in this section as "mixed animal feeds".) The animal feeds made entirely from milk products for which maximum prices are established in this section are those which meet the standards of the definitions listed in the next paragraph (b).

(b) *Definitions.* (1) "Dried skim milk" for animal feeds is the product resulting from the removal of water from clean, sound skim milk. It contains not more than 8 percent of moisture.

(2) "Dried sour skim milk" for animal feeds is the product resulting from the removal of water from clean, sound skim milk which has been soured by a suitable culture of lactic bacteria. It contains not more than 8 percent of moisture.

[1] 9 F.R. 5140, 5427, 5429, 5588, 5917, 5919, 5921, 6105, 7699, 10090, 10579.

(3) "Dried buttermilk" for animal feeds is the product resulting from the removal of water from clean, sound buttermilk derived from natural cream to which no foreign substances have been added, excepting such as are necessary and permitted in the manufacture of butter. It contains not more than 8 percent of moisture, not more than 13 percent of mineral matter (ash), and not less than 5 percent of butterfat, as determined by the Roese-Gottlieb method.

(4) "Dried whey" for animal feeds is the by-product resulting from the manufacture of cheese or casein, either or both. This product shall contain at least 65 percent of lactose (milk sugar).

(5) "Dried whey solubles" for animal feeds is the residual by-product resulting from the partial removal of milk sugar or albumen, or both, from clean, sound whey to which no foreign substances have been added except such as are necessary in the manufacture of milk sugar.

(6) "Condensed skim milk" for animal feeds is the product resulting from the removal of a considerable portion of water from clean, sound skim milk. It contains not less than 27 percent of total solids.

(7) "Evaporated, concentrated, or condensed sour skim milk" for animal feeds is the product resulting from the removal of a considerable portion of water from clean, sound skim milk which has been soured by a suitable culture of lactic bacteria. It contains not less than 27 percent of total solids.

(8) "Evaporated, concentrated, or condensed buttermilk" for animal feeds is the product resulting from the removal of a considerable portion of water from clean, sound buttermilk derived from natural cream to which no foreign substances have been added excepting such as are permitted and necessary in the manufacture of butter. It contains not less than 27 percent of total solids, not less than 2 percent of butterfat, and not more than .14 percent of ash for each percent of solids.

(9) "Condensed whey" for animal feeds is the product resulting from the removal of a considerable portion of water from clean sound cheese or casein whey, either or both.

(10) "Condensed whey solubles" for animal feeds is the residual by-product resulting from the partial removal of milk sugar or albumen, or both, from clean, sound whey to which no foreign substances have been added except such as are necessary in the manufacture of milk sugar. It contains not less than 27 percent of total solids.

(11) "Mixed animal feed" as used in this section means an animal feed product containing 50% or more by weight or volume of milk-product ingredients and less than 50% by weight or volume of non-milk feed ingredients.

(12) "Wholesaler" means any person who buys animal feeds, unloads such animal feeds into a warehouse, and re-

sells them in their original containers without mixing them.

(13) "Sale at retail" means a sale and delivery of animal feeds to consumers in quantities not exceeding 500 pounds per sale for dried milk animal feeds and 10 barrels per sale for condensed milk animal feeds.

(14) "Consumer" means any person who buys animal feeds for the purpose of actually feeding them to animals or poultry.

(c) *Maximum prices for sales and deliveries by manufacturers*—(1) *10,000 pounds or more.* Maximum prices for sales and deliveries of milk animal feeds by a manufacturer or any person other than a wholesaler or retailer, to any person, shall be the prices listed in Table A below for quantities of 10,000 pounds or more.

TABLE A

Animal feed products:	Cents per lb.
Dried skim milk	10.0
Dried sour skim milk	10.0
Dried buttermilk	10.0
Dried whey	8.0
Dried whey solubles	8.0
Condensed skim milk (not less than 27% total solids)	3.75
Evaporated, concentrated or condensed sour skim milk (not less than 27% total solids)	3.75
Evaporated, concentrated or condensed buttermilk (not less than 27% total solids	3.75
Condensed whey (not less than 27% total solids)	2.75
Condensed whey solubles (not less than 50% total solids)	4.6

For condensed whey only, the following additions to the maximum price set out in the above table may be made if the condensed whey contains more than 27% of total solids; For each 1% of total solids over 27% but not over 65%, $\frac{5}{100}$ of a cent may be added to the maximum price per pound but in no event shall the maximum price exceed 5.79 cents per pound for 65% or higher solids content. No addition to maximum prices for higher solids content is permitted on other milk animal feeds.

(2) *Increases on sales of less than 10,000 pounds.* On sales by a manufacturer, or any person other than a wholesaler or a retailer, of any of the milk animal feeds named in Table A in quantities of less than 10,000 pounds, the following additions may be made to the maximum prices named:

600 to 9,999 pounds inclusive, add $\frac{1}{10}$ cent per pound
Less than 600 pounds, add ¼ cent per pound.

(3) The above maximum prices shall be f. o. b. the seller's plant where the milk animal feeds were produced.

(4) If the sale is made on a delivered basis, the maximum delivered price shall be the f. o. b. price listed in subparagraphs (1) and (2) above for the quantity sold, plus the lowest available freight rate from the seller's point of production of the finished product to the purchaser's receiving point, but charges for freight shall in no case exceed the amount actually paid by the seller for transportation of the given shipment.

(d) *Maximum prices for sales and deliveries by wholesalers.* The maximum prices for milk animal feeds sold by wholesalers are the prices set out in subparagraph (c) (1) above (for quantities of 10,000 pounds or more) plus ¼ cent per pound, plus all transportation charges actually paid by the wholesaler for moving such animal feeds to his place of business at the lowest available freight rate.

Transportation charges to be added shall be determined by dividing the total charge for a shipment by the number of pounds (net weight) shipped. If, however, the wholesaler buys animal feeds on a delivered basis, he shall calculate his cost for the animal feeds by dividing the delivered cost to him of the animal feeds by the number of pounds (net weight) delivered, and then add ¼ cent per pound of net weight to determine his maximum selling price.

If the wholesaler delivers the animal feeds to his buyer he may add to the maximum prices established by this paragraph the lowest of the following delivery charges:

(1) His actual cost for transporting the animal feeds from his shipping point to buyer's receiving point.

(2) His customary delivery charge, if he had an established charge for such deliveries prior to September 14, 1944.

(3) The lowest published common carrier rate for shipping a like quantity of animal feeds from his shipping point to buyer's receiving point.

(e) *Maximum prices for sales and deliveries at retail.* Maximum prices for retail sales and deliveries to consumers, in quantities specified below, shall be calculated as follows:

(1) Take the maximum price per pound set out in paragraph (c) (1), if the sale is made by a manufacturer, or the price paid to the supplier, if the sale is made by a dealer who is not a manufacturer;

(2) Add the appropriate one of the following amounts:

Dried milk animal feeds	*Condensed milk animal feeds*
100 to 500 pounds, add ½ cent per pound	2 to 10 barrels, add ½ cent per pound.
99 pounds or less, add ¾ cent per pound	Less than 2 barrels, add ¾ cent per pound.

(3) Add the transportation charges, if any, actually paid by the retail seller in moving the animal feeds to his place of business, at the lowest available freight rate. These transportation charges shall be calculated by dividing the total shipping charges for the shipment by the number of pounds (net weight) shipped.

If, however, the animal feeds have been bought on a delivered basis, the seller shall calculate his costs by dividing the delivered cost to him by the number of pounds (net weight) delivered, and then adding the appropriate amount from (2) above.

If the seller delivers the animal feeds he may add to these maximum prices the lower of the following delivery charges:

His actual cost for transporting the animal feeds from the place of business at which the feeds were sold to the buyer's receiving point; or

His customary delivery charge, if he had an established charge for such deliveries prior to September 14, 1944.

(f) *Containers.*—(1) *Condensed milk animal feeds sold in barrels.* The maximum prices for condensed milk animal feeds are for such products packed in new or reconditioned used tight wooden barrels or other equally efficient containers. If the buyer returns used barrels to the seller, an allowance shall be made of the actual market value of such barrels.

(2) *Condensed milk animal feeds sold in less-than-barrel quantities.* If the condensed milk animal feeds are packed and sold in containers smaller than barrels, furnished by the seller, ¼ cent per pound container cost may be added to the maximum price for half-barrels or larger, up to barrel size; and ½ cent per pound container cost for less than half-barrel containers. No such addition to maximum price may be made if the buyer furnishes the container.

(3) *Dried animal feeds.* The maximum prices for dried animal feeds are for products packed in a suitable container such as a tight-woven burlap bag. An allowance of the market value of the bags shall be made if bags are returned by the buyer to the seller.

(g) *Combinations of milk animal feeds.* If two or more of the milk animal feeds defined in paragraph (b) are manufactured together, or sold in one container, the price for such combined milk animal feeds shall be no higher than the maximum price for the lowest-priced milk animal feed which it contains. For example, if whey and skim milk are combined in the drying process, or are put in the same container after drying, the resulting product shall be sold at no more than the applicable whey price.

(h) *Mixed animal feeds.* When one of the milk animal feeds is mixed with a non-milk feed ingredient to form a mixed animal feed as defined in paragraph (b), the procedure in establishing the requested maximum prices shall be as follows:

For mixed animal feeds manufactured and sold before September 14, 1944, the manufacturer shall within sixty days from September 14, 1944, apply on OPA Form 635–1095 for a maximum price for each mixed animal feed manufactured by him. The following data and the information specified in the application form shall be supplied:

(1) Name of product; nature and degree of processing; types of containers.

(2) Cost of production, including ingredient cost, labor, handling, marketing, and general administrative expenses.

(3) Container costs.

(4) Volume of sales to wholesalers, retailers, and consumers by size of container in large, medium, and small quantities.

(5) Requested maximum price.

(6) Method used in determining requested maximum price.

The original and two copies of the application for a maximum price for each mixed animal feed shall be sent by registered mail to the Secretary, Office of Price Administration, Washington 25, D. C. Until a different maximum price is established by the Price Administrator, the mixed animal feed shall be sold at a price no higher than the maximum price that is in effect on September 14, 1944.

In placing a value on milk animal feeds used in the manufacture of the mixed product, no figure shall be used which is higher than the price established in this section for the lowest-priced milk animal feed used in the particular mixed product.

If the Administrator does not approve the maximum price suggested in the application, he shall, within sixty days from the date the application is received, issue an order or letter order establishing a different maximum price, or extend for another sixty days the period for determination of a price. If the Administrator has not acted within sixty days from receipt of the application, either to fix a price or to extend the period for determination, the applicant's suggested maximum price shall be deemed to be accepted as of the expiration of said sixty days. If an extension has been granted, but no different maximum price has been established, the applicant's suggested maximum price shall be deemed to be accepted as of the expiration of the sixty-day extension.

As to mixed animal feeds that have not been sold before September 14, 1944 the manufacturer shall, before the mixed feed is offered for sale, submit an application on OPA Form 635–1095, following the instructions set out in this paragraph (h) above and furnishing all of the information that is pertinent to his application, including a suggested maximum price. The Administrator shall, within thirty days from the date the application is received, either approve said suggested price as the maximum price for the product; or set a different maximum price, or set a temporary maximum price to be effective for a limited time until the Administrator can establish a maximum price. If the Administrator does not act in one of these three ways within said thirty days the suggested price named by the applicant shall be the maximum price for the product.

Failure by a manufacturer of a mixed animal feed to file an application for a maximum price is a violation of this regulation.

(i) *Animal feeds not covered by this section.* Sales of mixed animal feeds composed of milk ingredients constituting less than 50% in weight or volume are governed by the provisions of Maximum Price Regulation 378. Sales of animal feeds composed of milk ingredients constituting more than 50 per cent in weight or volume, if not covered by this section, are governed by the provisions of MPR 280.

(j) *Method of computation and fractions of a cent.* In computing maximum prices pursuant to this section all calculations shall be carried to the second decimal of a cent to arrive at the maximum price per pound. Any fractions of a cent resulting after the price for the total quantity sold has been calculated shall be adjusted to the next higher cent, if it is one-half cent or more, and to the next lower cent if it is less than one-half cent.

(k) *Discounts and allowances.* The maximum prices established by this section shall not be increased by brokerage fees, commissions or other charges. However, the maximum prices shall be decreased to reflect the seller's customary discounts and allowances including those for prompt payment.

(l) *Evasion.* Specifically, the provisions of this section shall not be evaded by any requirement by the seller or agreement between the buyer and seller that a seller may ship or a buyer receive animal feeds in smaller quantity than that which was actually ordered or would have been ordered but for the attempted evasion. Nor shall the provisions of this section be evaded by the buyer furnishing, or returning to, the seller used containers at a price or allowance other than their actual market value.

(m) *Records.* The invoice which the seller is required to deliver to the buyer under section 5 of this regulation shall, for condensed whey, state the percentage of total solids in the product. This is in addition to the other information required to be stated on the invoice. If the invoice covers a combination of milk animal feeds, as referred to in paragraph (g), it shall also specify the products of which the combination is composed.

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This amendment shall become effective September 14, 1944.

Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13961; Filed, Sept. 9, 1944; 11:49 a. m.]

PART 1499—COMMODITIES AND SERVICES

[RMPR 165,[1] Amdt. 3]

SERVICES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

1. The first sentence of section 1 preceding the colon is amended to read as follows: "This regulation covers all services previously covered by Maximum Price Regulation No. 165 as amended, Services. It also covers all other services except:"

2. The first sentence of section 2 preceding the colon is amended to read as follows: "On and after August 1, 1944, regardless of any contract or other obligation:"

3. Section 4 (c) is amended to read as follows:

(c) The maximum price of your closest competitor for the same service to a purchaser of the same class,[2] if you did not actually supply it or offer it for supply in March 1942 to any purchaser. However, you may not take your closest competitor's maximum price if such price is based on his offering price.

4. A new sentence is added to section 13 to read as follows: "Such sales slip or receipt must show your name and address, the date, the description and quantity of each service sold, the price charged for each such service, and the price charged for any parts or commodities furnished with the service."

5. Section 14 is amended in the following respects:

a. Section 14 (b) (2) is amended by adding a clause to the last sentence thereof to read as follows: ", insofar as it applies to non-retail services which you sell."

b. Section 14 (b) (3) is amended by adding a sentence after the first sentence thereof to read as follows: "If you have previously filed a statement of your maximum prices under Maximum Price Regulation No. 165 as amended, and your maximum prices have not changed under this regulation, you need not refile under this regulation."

6. The first sentence of section 15 (c) is amended to read as follows:

(c) If you fail to keep the records or file the statements as required by section 14, or if such records or statements are incorrect, or if you fail to apply to OPA for the establishment of a maximum price under section 5, if you are required to do so, OPA may issue an order establishing maximum prices for the services you sell in line with prices established by this regulation.

7. The first sentence in the undesignated paragraph following section 16 (a) (3) is amended by changing the word "limitation" to "limitations".

8. The first word of the second sentence of section 16 (b) is deleted.

This Amendment No. 3 shall become effective September 14, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13960; Filed, Sept. 9, 1944; 11:49 a. m.]

---

*Copies may be obtained from the Office of Price Administration.

[1] 9 F.R. 7439, 9107, 9411.

[2] Important! Be sure to read the definition of "purchaser of the same class." See section 23 (a) (10).

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,[1] Amdt. 151]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

In § 1394.8153 (a) (1) the last sentence is amended to read as follows:

No transfer may be made pursuant to this subparagraph in exchange for a coupon detached before the presentation of the coupon book to the transferor, except that a transfer may be made in exchange for any Class A coupon, numbered "12", detached before the presentation of the coupon book if the license number and the state of registration noted on the coupon pursuant to § 1394.8004 (e) (1) is the same as the license number and the state of registration of the vehicle noted on the cover of the coupon book presented at the time of transfer.

This amendment shall become effective September 9, 1944.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421 and 507, 77th Cong.; W.P.B. Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121, E.O. 9125, 7 F.R. 2719)

Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13969; Filed, Sept. 9, 1944; 4:34 p. m.]

PART 1439—UNPROCESSED AGRICULTURAL COMMODITIES

[MPR 557]

NATURAL CONDITION UNPACKED DRIED PRUNES AND RAISINS, 1944 AND LATER CROPS

A statement of the considerations involved in the issuance of this regulation has been issued and filed with the Division of the Federal Register.*

ARTICLE I—EXPLANATION OF THE REGULATION AND DEFINITIONS

Sec.

AUTHORITY: Secs. 1 to 10, inclusive (§ 1439.-14), issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

ARTICLE I—EXPLANATION OF THE REGULATION AND DEFINITIONS

SECTION 1. *Explanation of the regulation.* (a) This regulation establishes maximum prices for sales of natural condition unpacked dried prunes and raisins of the 1944 and later crops by producers, dehydrators and dry-yard operators and by all other persons for whom no maximum prices are provided by other maximum price regulations.

(b) This regulation applies in the 48 states of the United States and the District of Columbia.

(c) This regulation supersedes the provisions of all other maximum price regulations and orders as to the commodities and sellers covered.

(d) This regulation becomes effective September 9, 1944.

SEC. 2. *Definitions.* When used in this regulation the term:

"Person" means an individual, corporation, partnership, association, any other organized group of persons, and their legal successors or representatives. The term includes the United States, its agencies, other governments, their political subdivisions and their agencies.

"Producer" means a person who grows the kind of prunes or raisin variety grapes (including currants) being priced and dries or dehydrates them or has them dried or dehydrated by another person.

"Dehydrator" or "dry-yard operator" means a person other than a producer who dries or dehydrates the kind of prunes or raisin variety grapes (including currants) being priced for other persons or who purchases the kind of prunes or raisin variety grapes (including currants) being priced and dries or dehydrates them.

"Natural condition unpacked", as applied to dried prunes, means dried prunes in sacks or lug boxes or in bulk as usually delivered by producers to processors for processing; and as applied to raisins, means raisins (including currants) unstemmed in sweat boxes or picking boxes as usually delivered by producers for processing.

"Sale" includes sales, dispositions, exchanges, leases and other transfers, and contracts and offers to do any of those things. The terms "sell", "seller", "buy", "buyer", "purchase" and "purchaser" shall be construed accordingly.

"Price" means the consideration requested or received in connection with the sale of a commodity or the supplying of a service.

"Records" means written evidences of transactions and includes books, of account, sales lists, sales slips, orders, vouchers, contracts, receipts, invoices, bills of lading, and other papers and documents, including written evidence of the tests pursuant to which prices are figured.

ARTICLE II—PRICING PROVISIONS

SEC. 3. *Maximum prices for sales of natural condition unpacked dried prunes and raisins by producers, dehydrators or dry-yard operators.* (a) The maximum prices per ton, for sales of natural condition unpacked dried prunes by producers, dehydrators or dry-yard operators, shall be as follows:

Number of dried prunes per pound	California 3 district (dollars per ton)	California outside and northwest (dollars per ton)
15	265	260
16	264	259
17	263	258
18	262	257
19	261	256
20	260	255
21	259	254
22	258	253
23	257	252
24	256	251
25	255	250
26	254	249
27	253	248
28	252	247
29	251	246
30	250	245
31	249	244
32	248	243
33	247	242
34	246	241
35	245	240
36	244	239
37	243	238
38	242	237
39	241	236
40	240	235
41	239	234
42	238	233
43	237	232
44	236	231
45	235	230
46	234	229
47	233	228
48	232	227
49	231	226
50	230	225
51	229	224
52	228	223
53	227	222
54	226	221
55	225	220
56	224	219
57	223	218
58	222	217
59	221	216
60	220	215
61	219	214
62	218	213
63	217	212
64	216	211
65	215	210
66	214	209
67	213	208
68	212	207
69	211	206
70	210	205
71	209	204
72	208	203
73	207	202
74	206	201
75	205	200
76	204	199
77	203	198
78	202	196
79	201	197
80	200	196
81	199	190
82	198	192
83	197	191
84	196	194
85	195	193
86	194	189
87	193	188
88	192	187
89	191	186
90	190	185
91	189	184
92	188	183
93	187	182
94	186	181
95	185	180
96	184	179
97	183	178
98	182	177
99	181	176
100	180	175
101	179	174
102	178	173
103	177	172
104	176	171
105	175	170
106	174	169
107	173	168
108	172	167
109	171	166
110	170	165
111	169	164
112	168	163
113	167	162
114	166	161
115	165	160
116	164	159
117	163	158

*Copies may be obtained from the Office of Price Administration.

[1] 8 F.R. 15937.

Number of dried prunes per pound	California 3 district (dollars per ton)	California outside and northwest (dollars per ton)
118	162	157
119	161	156
120	160	155
121	159	154
122	158	153
123	157	152
124	156	151
125	155	150
126	154	149
127	153	148
128	152	147
129	151	146
130	150	145
131	149	144
132	148	143
133	147	142
134	146	141

(b) The maximum prices per ton, for sales of natural condition unpacked raisins by producers, dehydrators or dry-yard operators, shall be as follows:

Natural Thompson seedless raisins	$180
Natural Sultana raisins	180
Natural Muscat raisins	195
Natural Golden Bleached Thompson seedless raisins (choice color)	225
Natural Golden Bleached Thompson seedless raisins (extra choice color)	235
Natural Golden Bleached Thompson seedless raisins (fancy color)	245
Natural Sulphur Bleached Thompson seedless raisins (fancy color)	235
Natural Soda Dipped Thompson seedless raisins (choice color)	200
Natural Valencia Type Muscat raisins	252
Natural Tray Slip Muscat raisins	210
Natural Zante currants	240

SEC. 4. *Adjustments for transportation and payment after test.* (a) The word "seller", when used in this section, shall mean the producer, dehydrator or dry-yard operator.

(b) Each seller shall ascertain the rail shipping point nearest to his ranch or place of business. The maximum price of the seller shall include delivery to the buyer at that point.

(c) In the event that the seller and buyer desire to have delivery made to a point other than the nearest rail shipping point mentioned above, the transportation charges shall be adjusted or allowance made for transportation, as follows:

(1) If delivery is made by a vehicle owned or controlled by the seller, the seller may charge the purchaser the amount by which the truck rate from the seller's ranch or place of business to the actual point of delivery exceeds $1.25 per ton. For the purpose of figuring the truck rate the following schedule of mileages and rates applicable thereto shall be used:

Miles		Rate (in cents per 100 pounds)
Over—	But not over—	
0	3	4½
3	5	5½
5	10	6
10	15	6½
15	20	7
20	25	7½
25	30	8
30	35	9
35	40	9½
40	45	10
45	50	10½
50	60	11½
60	70	13
70	80	14
80	90	15
90	100	16½
100	110	17½
110	120	18½
120	130	20
130	140	21
140	150	22
150	160	23½
160	170	24½
170	180	25½
180	190	27
190	200	28
200	220	30
220	240	31½
240	260	33½
260	280	35

However, wherever the Office of Price Administration or any of its regional or district offices has adjusted the maximum prices that may be charged by any carrier other than a common carrier for the service of transporting natural condition unpacked dried prunes or raisins by motor truck between any two points in the state where delivery is made, the prices so adjusted shall be used for the purpose of figuring the truck rate instead of those named above.

(2) If delivery is made by a vehicle owned or controlled by the buyer, the buyer shall deduct the sum of $1.25 per ton from the seller's maximum price.

(3) Any deduction or credit for hauling or transportation shall be itemized by the buyer on the settlement sheet rendered to the seller.

(d) For natural condition unpacked dried prunes, payment shall be made according to sack or box test at the purchaser's receiving point or actual grader test made at the time of delivery to the buyer's plant, and on estimates of grade or on visual grading.

(e) For natural condition unpacked raisins of any type covered by this regulation, payment shall be made according to test at the buyer's receiving point and the weight of sand, as determined by actual test, shall be deducted from the net weight of the raisins sold or delivered.

SEC. 5. *Maximum prices for sales of natural condition unpacked dried prunes and raisins by persons in special situations.* Any person who sells natural condition unpacked dried prunes or raisins and for whom no maximum price is provided by this or any other maximum price regulation shall take as his maximum price in each case the maximum price fixed for the producer, dehydrator or dry-yard operator in sections 3 and 4. The point at which he received delivery of the item shall be deemed to be his ranch or place of business for the purpose of figuring transportation charges under section 4.

SEC. 6. *Export sales.* The maximum price at which a person may export natural condition unpacked dried prunes or raisins shall be determined in accordance with the Second Revised Maximum Export Price Regulation,[1] and amendments.

ARTICLE III—MISCELLANEOUS PROVISIONS

SEC. 7. *Records which must be kept.* Every person who makes sales covered by this regulation shall make and preserve for examination by the Office of Price Administration, for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect, all records of the same kind as he has customarily kept, relating to the prices which he charged in those sales.

SEC. 8. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery. But no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration having authority to act upon a pending request for a change in price or to give the authorization. The authorization will be given by order.

SEC. 9. *Compliance with the regulation*—(a) *No selling or buying above maximum prices.* Regardless of any contract or obligation no person shall sell or deliver, or buy or receive in the course of trade, any item of natural condition unpacked dried prunes or raisins at a price higher than the maximum price established for it by this regulation. However, prices lower than the maximum price may be charged and paid.

(b) *Evasion.* (1) Nor shall any person evade a maximum price, directly or indirectly, whether by commission, service, transportation, or other charge or

[1] 8 F.R. 4132, 5987, 7662, 9998, 15193; 9 F.R. 1036, 9435, 5923, 7201, 9834.

discount, premium or other privilege; by tying-requirement or other trade understanding; by any change of style of pack; by a business practice relating to grading, labeling, or packaging, or in any other way.

(2) No buyer shall pay and no seller shall receive any buying commission or other consideration in addition to the price, directly or indirectly, in connection with the sale of his fruit.

(3) Storage costs incurred by the seller on goods owned by him shall not be added to his maximum prices. Storage by the seller of goods owned by the buyer may be charged for in accordance with the maximum price regulation applicable to such services.

(4) The practice known as toll packing, by which a producer, dehydrator or dry-yard operator arranges to have his fruit processed by a processor and to pay a fee for processing, is prohibited, except when the following conditions are complied with:

(i) The owner of the fruit must retain title during the processing.

(ii) The owner of the fruit must assume all risk of loss or spoilage during the processing, except for loss caused by the misconduct or neglect of the processor, for which the processor would be legally liable.

(iii) The processor shall not negotiate the sale of the processed fruit as agent for the owner, nor receive any fee or commission in connection with the sale of the fruit by the owner.

(iv) The processor shall return to the owner the identical fruit delivered by the owner for processing and shall not substitute other fruit on a quantity equivalent or other basis.

(v) The owner shall not sell the fruit to the processor who processed the goods for the owner and the processor shall not purchase it from the owner.

(d) *Enforcement.* Any person violating a provision of this regulation is subject to the criminal penalties, civil enforcement actions, license suspension provision, and suits for treble damages provided by the Emergency Price Control Act of 1942, as amended.

(e) *Licensing.* The provisions of Licensing Order No. 1,[2] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation. A seller's license may be suspended for violations of the license or one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

SEC. 10. *Petitions for amendment.* Any person seeking a general modification of this regulation may file a petition for amendment in accordance with Revised Procedural Regulation No. 1,[3] issued by the Office of Price Administration.

This regulation shall become effective September 9, 1944.

NOTE: All record-keeping requirements of this regulation have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

Issued this 9th day of September 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

Approved:

MARVIN JONES,
War Food Administrator.

For the reasons set forth in the accompanying Statement of Considerations, and by virtue of the authority vested in me by the Emergency Price Control Act of 1942, as amended and Executive Orders 9250 and 9328, I find that the issuance of this regulation establishing maximum prices for the designated dried fruits is necessary to aid in the effective prosecution of the war.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44-13970; Filed, Sept. 9, 1944; 4:34 p. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1A,[1] Amdt. 85]

TIRES, TUBES, RECAPPING AND CAMELBACK

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Ration Order No. 1A is amended in the following respects:

1. Sections 1315.502 (b), 1315.601 (c), 1315.802 (a) (6) and 1315.901 (i) are revoked.

2. Section 1315.503 (b) (1) (iii) is amended to read as follows:

(iii) Which is operated on gasoline obtained against a Military Receipt for Delivery of Gasoline (OPA Form R-593), pursuant to § 1394.8154 of Ration Order No. 5C; or

3. Section 1315.653 (a) is amended by substituting "Form OPA R-593" for "Form OPA R-544 (revised)."

4. Section 1315.657 is amended by substituting "Form OPA R-593" for "Form OPA R-544 (revised)."

5. Section 1315.802 (b) is amended by deleting the phrase "declare on his tire inspection record or" and by deleting the phrase "or new tubes" wherever it appears.

6. Section 1315.1101 is amended to read as follows:

§ 1315.1101. *Who may appeal.* Any person whose application for a certificate, a part of a certificate or an authorization has been denied in whole or in part by the action of a board, District Director or Regional Administrator, or whose certificate, part of a certificate or authorization has been revoked, cancelled, suspended or modified by action of a board, District Director or Regional Administrator, under Ration Order No. 1A, may appeal from such action or from any other adverse decision of a board.

This amendment shall become effective September 15, 1944.

(Pub. Law 671, 76th Cong. as amended by Pub. Laws 89, 421 and 507, 77th Cong.; E.O. 9125, 7 F.R. 2719, issued April 7, 1942; WPB Dir. No. 1, 7 F.R. 562, Supp. Dir. No. 1Q, 7 F.R. 9121)

Issued this 11th day of September 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-14011; Filed, Sept. 11, 1944; 11:56 a. m.]

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[RO 1F,[1] Amdt. 1]

TIRE RATIONING REGULATIONS FOR THE TERRITORY OF ALASKA

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 1F is amended in the following respects:

1. Section 2.1 (a) (10) is amended to read as follows:

(10) "New," as applied to tires, means a tire that has been used less than 1,000 miles.

2. Section 2.1 (a) (15) is amended to read as follows:

(15) "Tire" means any pneumatic rubber tire capable of being used, or capable of being repaired for use, on a passenger automobile, bus, truck, or farm implement.

3. Section 2.1 (a) (17) is revoked.

4. Sections 3.2 to 8.2, inclusive, are amended by deleting the words "tube," "tubes," "or tube," "or tubes," "and tube," and "and tubes," whenever they appear in the text and headnotes.

This amendment shall become effective September 13, 1944.

Issued this 11th day of September 1944.

MILDRED R. HERMANN,
Territorial Director,
Alaska.

Approved:

JAMES P. DAVIS,
Regional Administrator.

[F. R. Doc. 44-14010; Filed, Sept. 11, 1944; 11:57 a. m.]

PART 1340—FUEL

[MPR 120, Amdt. 120[2]]

BITUMINOUS COAL DELIVERED FROM MINE OR PREPARATION PLANT

A statement of considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 120 is amended in the following respects:

[2] 8 F.R. 13240.

[3] 8 F.R. 3313, 3533, 6173, 11806; 9 F.R. 1594, 3075, 5791, 7501, 8056.

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 9160, 9392, 9724.

[1] 7 F.R. 1027; 8 F.R. 3783.

[2] 9 F.R. 5042, 5375, 5587.

Section 1340.217 is amended to read as follows:

§ 1340.217 *Appendix F: Maximum prices for bituminous coal produced in District No. 6.* (a) The maximum prices set forth in paragraph (b) of this section are subject to the maximum price instructions provided in § 1340.210.

(b) The following maximum prices are established in cents per ton of 2,000 pounds f. o. b. transportation facilities at the mine or preparation plant from which delivery is made.

(1) Maximum prices in cents per net ton for shipment to all destinations, for all uses and by all methods of transportations except truck or wagon.

PRICES AND SIZE GROUP NUMBERS

	1-2 Lump and double-screened coals bottom size larger than 2 inches	3-4-5 Lump and double-screened coals bottom size 2 inches and smaller	6 Mine run and resultants larger than 2 inches by 0	7-8 Screenings 2 inches by 0 and smaller	9 Dedusted screenings 2 inches by 10 mesh	10 Substandard coal (strip mine)	12 Crushed coal
For shipments from all mines	310	285	280	245	285	215	280
Exceptions — Mine index number:							
8	350	330	325	290	310	----------	310
14	310	290	290	250	285	----------	290
19	350	330	325	290	310	----------	310

(2) Specific description of size group numbers referred to in sub-paragraph 1 of this paragraph (b).

Size Groups Nos. and Description

1—Lump coal larger than 5".
2—Lump coal bottom size larger than 2" but not exceeding 5".
Double screened coal bottom size larger than 2".
3—Lump coal bottom size larger than 1¼" but not exceeding 2".
Double screened coal bottom size larger than 1¼" but not exceeding 2".
4—Lump coal bottom size 1¼" and smaller.
Double screened coal bottom size 1¼" and smaller and top size larger than 2".
5—All double screened coal top size 2" and smaller.
6—Straight mine run, all mine run resultants larger than 2" x 0 and any mine run altered by the removal of any intermediate size.
7—Screenings top size larger than ¾" x 0 but not exceeding 2" x 0 and any altered screenings top size not exceeding 2" from which any intermediate size has been removed.
8—Screenings top size ¾" and smaller.
9—Dedusted screenings top size not exceeding 2" and bottom size larger than 100 mesh but not exceeding 10 mesh.
10—Sub-standard coal: The first cut, low grade, crop coal produced by the Strip mining method which has not been mixed with other coal and is crushed, pulverized, or otherwise reduced by any method, to a size which shall not exceed two inches shall be included within this size group. Any size in excess of two inches, or any coal of this description not crushed, pulverized or reduced shall be priced at the same price as straight run of mine.
12—Crushed coal: Any coal crushed, pulverized or reduced in size, by any method, resulting in a size not exceeding two inches shall be included within this size group. Any resulting coal in excess of two inches from which no size or sizes have been removed shall be priced at the same price as straight run of mine coal. Resulting double screened coals shall be priced at prices applicable for such coals in size groups 2, 3, 4 or 5.

(3) Maximum prices in cents per net ton for shipment by truck or wagon to all destinations for all uses.

PRICES AND SIZE GROUP NUMBERS

Type of operation	1-2 Lump and double-screened coal bottom size larger than 2 inches	3-4-5 Lump and double-screened coals bottom size 2 inches and smaller and all forked coal	6 Mine run and resultants larger than 2 inches by 0 and double-screened coal top size 2 inches and smaller	7-8 Screenings 2 inches by 0 and smaller
From all underground mines	365	350	295	270
From all strip mines	355	340	285	260
Exceptions—Mine index numbers:				
8	405	380	340	305
19	405	380	340	305
29	365	350	295	270

(4) Special price instructions for shipments by truck or wagon.

(i) An underground mine is one which takes its coal entirely from underground seams from which the overburden is not removed and is not a mine taking any coal from the ground by the stripping method.

(ii) A strip mine is one producing coal by the stripping method and taking its entire production from the ground after removing all overburden.

(iii) If coals from an underground mine and from a strip mine are mixed, the maximum price for the mixture shall be the weighted average of the maximum prices for each of the mixed coals; the calculation shall be made in a reasonable manner on a per net ton basis.

(5) Specific descriptions of size group numbers referred to in subparagraph 3 of this paragraph (b).

Size Group Nos. and Description

1—Lump coal larger than 5".
2—Lump coal larger than 2" but not exceeding 5".
Double screened coal bottom size larger than 2".
3—Lump coal larger than 1¼" but not exceeding 2".
4—Double screened coal bottom size larger than 1¼" but not exceeding 2".
5—Lump coal 1¼" and smaller.
All forked coal.
Double screened coal bottom size 1¼" and smaller and top size larger than 2".
6—Double screened coal top size 2" and smaller.
Straight Run of Mine, Mine Run from which any size except screenings has been removed; also all screenings larger than 2" x 0.
7—Screenings top size larger than ¾" x 0 but not exceeding 2" x 0, and any altered screenings top size not exceeding 2" from which any intermediate size has been removed.
8—Screenings top size ¾" and smaller.

(6) All orders of adjustment issued prior to August 21, 1944 shall be void as of September 16, 1944.

This amendment shall become effective September 16, 1944.

Issued this 11th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-14007; Filed, Sept. 11, 1944; 11:57 a. m.]

PART 1372—SEASONAL COMMODITIES

[MPR 210,[1] Amdt. 15]

RETAIL AND WHOLESALE PRICES FOR FALL AND WINTER SEASONAL COMMODITIES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation 210 is amended in the following respects:

1. Section 1372.106 is amended by amending the headnote thereof to read as follows:

§ 1372.106 *Relation between Maximum Price Regulation No. 210, the General Maximum Price Regulation and Supplementary Regulation No. 15 thereto.*

2. Section 1372.106 is further amended by adding a new paragraph (c) to read as follows:

*Copies may be obtained from the Office of Price Administration.

[1] 7 F.R. 6789, 7318, 7173, 7912, 8651, 8930, 8937, 8948, 9614, 10109; 8 F.R. 973, 6359, 13050, 13742, 16170.

(c) The provisions of Supplementary Regulation 15 to the General Maximum Price Regulation are made a part of this regulation.

This amendment shall become effective September 16, 1944.

Issued this 11th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-14009; Filed, Sept. 11, 1944; 11:58 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 11,[1] Amdt. 25]

FUEL OIL

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Revised Ration Order 11 is amended in the following respects:

1. Section 36 (b) (1), (b) (2) and (b) (3) of Appendix A is amended by substituting the phrase "August 31, 1945" for the phrase "September 30, 1944" wherever it appears.

2. Section 36 (b) (3) (i) of Appendix A is revoked.

3. Section 36 (c) of Appendix A is amended by substituting the phrase "September 30, 1945" for the phrase "October 30, 1944" wherever it appears.

4. Section 36 (d) of Appendix A is amended by substituting the phrase "through August 31, 1945" for the phrase "only during the validity period of the coupon sheet."

5. Section 36 (e) of Appendix A is amended by substituting the phrase "September 30, 1945" for the phrase "November 30, 1944."

6. Section 1394.5501 (a) is amended by inserting the phrase "other than Class 4, 5 and 6 coupon sheets to which any Period 4, Period 5 or definite value coupons are still attached" beteween the word "sheets" and the word "shall."

7. Section 1394.5654 (a) (1) is added to read as follows:

(1) Every dealer or primary supplier who, at the close of business September 30, 1944, has on deposit a consumer's Class 4, 5 or 6 coupon sheet must, not later than October 10, 1944, give that consumer written notice by mail of the gallonage value of the consumer's period 4, period 5 and definite value coupons not yet detached from that sheet as at the close of business September 30, 1944. A copy of that notice, bearing date of mailing, must be kept by the dealer or primary supplier at his place of business for at least two (2) years from the date of mailing.

This amendment shall become effective on September 11, 1944.

NOTE: All reporting and record keeping requirements of this amendment to Revised Ration Order 11 have been approved by the Bureau of the Budget in accordance with the provisions of the Federal Reports Act of 1942.

Issued this 11th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-14012; Filed, Sept. 11, 1944; 11:52 a. m.]

PART 1404—RATIONING OF FOOTWEAR

[RO 6A,[1] Amdt. 13]

MEN'S RUBBER BOOTS AND RUBBER WORK SHOES

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

A new section 2.18 is added to read as follows:

SEC. 2.18 *Men's rubber riding boots may be transferred as non-rationed.* (a) (1) Any establishment may be authorized by the District Office to transfer as non-rationed men's below knee-height rubber riding boots, with inside pull-on loops, shaped leg and ankle, special riding boot last, and a bright finish, which were manufactured in the United States before September 15, 1944, or were imported into the United States before that date.

(2) Application for permission to transfer such rubber footwear as non-rationed shall be made to the District Office serving the locality in which the establishment is registered. The application need not be in any prescribed form but shall state the number of pairs of rubber footwear the applicant desires to transfer ration-free. Before the District Office approves an application, it shall inspect the rubber footwear included therein to determine whether or not it comes within subparagraph (a) (1) above.

(3) The District Office, if it approves the application in whole or in part, shall issue to the applicant official non-rationed stickers (OPA Form R-123 with the words "Non-Rationed Rubber Footwear" printed or stamped thereon) equal to the number of pairs of such rubber footwear to be transferred as non-rationed. The District Office (or the applicant if required by the District Office) shall write or print on each such sticker the registration number of the establishment to which it is issued.

(4) Before any such rubber footwear may be transferred or offered for sale as non-rationed, the applicant shall attach to one boot of each pair an official non-rationed sticker. Such rubber footwear may be transferred as non-rationed by and to any person at any time thereafter.

(b) Any rubber footwear of the kind described in subparagraph (a) (1) above which was brought into the United States before September 15, 1944, may be released by the Collector of Customs, certificate-free, to any establishment. However such rubber footwear may be transferred by the establishment as non-rationed only in accordance with the provisions of paragraph (a) above.

This amendment shall become effective September 15, 1944.

NOTE: The reporting provisions and record-keeping requirements of this amendment have been approved by the Bureau of Budget in accordance with the Federal Reports Act of 1942.

Issued this 11th day of September 1944.

JAMES G. ROGERS, Jr.,
Acting Administrator.

[F. R. Doc. 44-14008; Filed, Sept. 11, 1944; 11:57 a. m.]

Chapter XVIII—Office of Economic Stabilization

[Directive 4]

PART 4003—SUBSIDIES; SUPPORT PRICES

DRY EDIBLE BEANS, 1944 CROP

The War Food Administrator having submitted certain information and recommendations to me on September 5, 1944, with reference to a program to develop and introduce a subsidy program for certain dry edible beans, it is hereby found and determined that the purposes of the hold-the-line order, specifically, the policy established by Executive Orders 9250 and 9328 (3 C. F. R. Cum. Supp., pp. 1213, 1267) will be effectuated by the adoption of such a program.

The War Food Administrator is, therefore, hereby authorized and directed to develop and enter into a subsidy program which will permit dealers to pay producers of certain dry edible beans produced in 1944 the support prices announced for such beans.[1] The subsidy payments shall be in the amount by which the announced support prices for such dry edible beans exceed the applicable Office of Price Administration

---

*Copies may be obtained from the Office of Price Administration.

[1] F.R. 2357, 3353, 4350, 4391, 4874, 5165, 5219, 5253, 5502, 5926, 6030, 5804, 6360, 7169, 7301, 7708, 7773, 8988, 9405, 9835, 9620, 9902, 10049, 9901, 10644.

[1] 8 F.R. 7384, 9458, 9458, 11685, 15704; 9 F.R. 604, 946, 2232, 2302, 3943, 5379, 6361, 7202.

[1] See War Food Administrator's proclamation of May 4, 1944, 9 F.R. 4837.

maximum prices on such beans sold into civilian trade channels.

Effective date: September 8, 1944.

(E.O. 9250, E.O. 9328, 3 C.F.R. Cum. Sup.)

Issued this 8th day of September 1944.

FRED M. VINSON,
Economic Stabilization Director.

[F. D. Doc. 44-13957; Filed, Sept. 9, 1944; 10:59 a. m.]

[Directive 5]

PART 4003—SUBSIDIES; SUPPORT PRICES

PART 4004—PRICE STABILIZATION; MAXIMUM PRICES

DRIED FRUITS, 1944 PACK

The Price Administrator having submitted certain information and recommendations to me dated June 15, 1944, and August 17, 1944, and the War Food Administrator having submitted certain information and recommendations to me dated June 24, 1944, and August 11, 1944, with reference to a program, (1) to fix maximum prices for the 1944 pack of dried fruits, (2) to establish and pay growers support prices for certain dried fruits produced in 1944, and (3) to develop and introduce a subsidy program for dried prunes and raisins, it is hereby found and determined that the purposes of the hold-the-line order, specifically, the policy established by Executive Order 9250 and 9328 (3 C.F.R. Cum. Supp., pp. 1212, 1267) will be effectuated by the adoption of such a program.

A. The Price Administrator is, therefore, hereby authorized and directed to take the following price action in respect to 1944 dried fruits:

1. Establish maximum prices covering packers sales of dried prunes and raisins to Government agencies which will reflect returns to producers of natural condition dried fruit equal to the grower support prices to be announced by the War Food Administration pursuant to the authorization given herein below.

2. Establish maximum prices covering packers sales of dried prunes and raisins in civilian trade channels which will reflect the increase in legal minimums for 1944 and processor's costs at 1942 levels.

3. Establish maximum prices covering packers sales of dried apricots, peaches, and pears to both Government agencies and civilians which will reflect returns to producers of natural condition dried fruit equal to the grower support prices to be announced by the War Food Administration pursuant to the authorization given herein below.

4. Establish maximum prices for packed processed dried figs for sales to both Government agencies and civilians which will reflect the following average grower prices per ton:

Calimyrnas (75% test)	$380
Adriatics (80% test)	250
Kadotas, tree picked (90% test)	240
Kadotas, natural (85% test)	230
Black Missions (85% test)	200

5. Establish maximum prices for natural condition unpacked dried prunes and raisins sold by producers, dehydrators, or dry-yard operators to reflect the support prices.

B. The War Food Administrator is hereby authorized and directed to take the following action in respect to dried fruits produced in 1944:

1. For dried prunes to establish and pay grower support prices as follows:

10 cents per pound basis for California Three-District dried prunes.

9¾ cents per pound basis for California Outside-District dried prunes

and for Oregon and Washington dried prunes the same prices as those for California Outside-District dried prunes of comparable size.

2. To announce and pay grower support prices for 1944 sun-dried natural condition raisins not to exceed $180 per ton for Sultana and Thompson seedless and $195 per ton for Muscats.

3. Insofar as the Office of Economic Stabilization is concerned, to distribute among raisin variety grape producers any profits which may accrue through the purchase and sale of raisin variety grapes.

4. To establish support prices for 1944 for dried apricots, peaches and pears not to exceed the following averages per ton:

Apricots	$560
Peaches:	
Clingstone	330
Freestone	440
Pears	340

5. To develop and enter into a subsidy program which will permit packers to pay producers the support prices for natural condition dried prunes and raisins and to meet the increased costs of processing since 1942. These subsidies will enable processor to sell these fruits, when processed and packed, in civilian trade channels at maximum prices to be established by the Office of Price Administration for packers sales in civilian trade channels.

Effective date: June 26, 1944, except as to B (1) above, for which the effective date is August 24, 1944.

(E.O. 9250, E.O. 9328, 3 C.F.R. Cum. Supp.)

Issued this 8th day of September, 1944.

FRED M. VINSON,
Economic Stabilization Director.

[F. R. Doc. 44-13958; Filed, Sept. 9, 1944; 10:59 a. m.]

TITLE 36—PARKS AND FORESTS

Chapter II—Forest Service

PART 261—TRESPASS

REMOVAL OF TRESPASSING HORSES IN SITGREAVES NATIONAL FOREST

Whereas a number of horses are trespassing and grazing on land in portions of the Heber Ranger District in the Sitgreaves National Forest, State of Arizona; and

Whereas these horses are consuming forage needed for permitted livestock, are causing extra expense to established permittees, and are injuring national-forest lands;

Now, therefore, by virtue of the authority vested in the Secretary of Agriculture by the Act of June 4, 1897 (30 Stat. 35, 16 U.S.C. 551), and the Act of February 1, 1905 (33 Stat. 628, 16 U.S.C. 472), the following order is issued for the occupancy, use, protection, and administration of the Long Tom, Wagon Draw, Rock Tank, Delodo, and Wild Cat Allotments of the Heber Ranger District in the Sitgreaves National Forest. This area is bounded on the north by the fence boundary of the Sitgreaves Forest, on the east by a fence between cattle and sheep allotments, on the south by Mogollon Rim, an impassable barrier, and on the west by Chevalon Canyon, Coconino and Navajo Counties, Arizona:

Temporary closure from livestock grazing.[1] (a) The Long Tom, Wagon Draw, Rock Tank, Delodo, and Wild Cat Allotments of the Heber Ranger District, in the Sitgreaves National Forest, are hereby closed for the period October 1, 1944, to December 31, 1944, inclusive, to grazing of horses, excepting those that are lawfully grazing on or crossing land in such areas pursuant to the regulations of the Secretary of Agriculture, or that are used in connection with operations authorized by such regulations.

(b) Officers of the United States Forest Service are hereby authorized to dispose of, in the most humane manner, all horses found trespassing or grazing in violation of this order.

(c) Public action of intention to dispose of such horses shall be given by posting notices in public places or advertising in a newspaper of general circulation in the locality in which the Sitgreaves National Forest is located.

Done at Washington, D. C., this 8th day of September 1944. Witness my

---

[1] This affects tabulation contained in 36 CFR, 261.50.

hand and the seal of the Department of Agriculture.

[SEAL] CHARLES F. BRANNAN,
Acting Secretary of Agriculture.

[F. R. Doc. 44-13935; Filed, Sept. 9, 1944; 11:14 a. m.]

TITLE 42—PUBLIC HEALTH

Chapter I—United States Public Health Service, Federal Security Agency

PART 31—FLAG OF THE UNITED STATES

CADET NURSE CORPS

Pursuant to the authority contained in the act of June 15, 1944 (57 Stat. 153) as amended by the act of March 4, 1944 (58 Stat. 131), providing for the training of nurses for the armed forces, governmental and civilian hospitals, health agencies and war industries, and for other purposes, the following regulation is hereby prescribed:

§ 31.1 *Official flag.* The official flag indicative of the United States Cadet Nurse Corps shall be as follows: On a white rectangular field, centered from left to right, the official Maltese Cross, insignia of the Corps, in colors as indicated herein; a white Maltese Cross centered on a regimental red oval, which in turn is superimposed on a rectangle of grey having rounded corners top and bottom; in the left horizontal area of the Cross the letter U and in the right horizontal area of the Cross the letter S, each letter in dark blue; below the Maltese Cross insignia on the white field the words "Cadet Nurse Corps" in regimental red lettering; the flag to be fringed in regimental red with a cord and tassel of regimental red and grey. The flag shall be displayed at induction ceremonies, graduation exercises, parades, and at such other times and places, and by such persons or organizations, as may be authorized by the Surgeon General.

Dated September 1st, 1944.

[SEAL] THOMAS PARRAN,
Surgeon General.

Approved: September 7, 1944.

PAUL V. MCNUTT,
Federal Security Administrator.

[F. R. Doc. 44-13934; Filed, Sept. 9, 1944; 11:04 a. m.]

TITLE 43—PUBLIC LANDS: INTERIOR

Subtitle A—Office of the Secretary of the Interior

OTTER CREEK RECREATIONAL DEMONSTRATION LANDS, KY.

ORDER TRANSFERRING ADMINISTRATION FROM NATIONAL PARK SERVICE TO WAR DEPARTMENT

Pursuant to the authority contained in the act of June 6, 1942 (56 Stat. 326):

It is ordered, That, subject to existing leases, licenses, and easements, the land within the following described boundary, in the County of Meade, State of Kentucky, together with the improvements thereon, now administered by the National Park Service as a part of the Otter Creek Recreational Demonstration Project, is hereby transferred to the War Department for administration and use by that Department:

Beginning at a point in Otter Creek where same is intersected by a county road, said point being also a corner to the land now owned or formerly owned by Joe Seelye; thence along said county road the following three courses: S. 71° W. a distance of 420 feet, more or less, to a point, and S. 37°30′ W. a distance of 110 feet, more or less, to a point, and N. 69° W. a distance of 470 feet, more or less, to a point; thence leaving said road and with the line of Joe Seelye S. 49° W. a distance of 2200 feet, more or less, to a point; thence continuing with the lines of Joe Seelye the following four courses: N. 17° E. a distance of 280 feet, more or less, to a point; thence N. 26°30′ E. a distance of 320 feet, more or less, to a point; thence N. 1° W. a distance of 390 feet, more or less, to a point; thence N. 28° W. a distance of 160 feet, more or less, to a point; thence leaving said Seelye's land N. 20° W. a distance of 1500 feet, more or less, to a point; thence N. 1°30′ E. a distance of 1160 feet, more or less, to a point; thence N. 23° W. a distance of 390 feet, more or less, to a point; thence N. 39°30′ W. a distance of 240 feet, more or less, to a point; thence N. 68°30′ W. a distance of 330 feet, more or less, to a point; thence N. 50° W. a distance of 600 feet, more or less, to a point; thence N. 18°30′ W. a distance of 500 feet, more or less, to a point; thence N. 25°15′ W. a distance of 1980 feet, more or less, to a point; thence N. 59°30′ W. a distance of 1080 feet, more or less, to a point; thence S. 25°30′ W. a distance of 85 feet, more or less, to a point; thence S. 2° E. a distance of 325 feet, more or less, to a point; thence S. 8° E. a distance of 410 feet, more or less, to a point; thence S. 28° E. a distance of 170 feet, more or less, to a point; thence S. 34° E. 210 feet, more or less, to a point; thence S. 50° E. a distance of 630 feet, more or less, to a point; thence S. 67° E. a distance of 160 feet, more or less, to a point; thence S. 38° W. a distance of 2460 feet, more or less, to a point; thence S. 33°30′ E. a distance of 1860 feet, more or less, to a point; thence S. 44° W. a distance of 1900 feet, more or less, to a point; thence N. 49° W. a distance of 3050 feet, more or less, to a point; thence S. 28°30′ W. a distance of 2540 feet, more or less, to a point; thence S. 57° E. a distance of 1960 feet, more or less, to a point; thence N. 86°30′ E. a distance of 840 feet, more or less, to a point; thence N. 49°30′ E. a distance of 630 feet, more or less, to a point; thence S. 88° E. a distance of 500 feet, more or less, to a point; thence S. 1°30′ W. a distance of 900 feet, more or less, to a point; thence S. 76° W. a distance of 1000 feet, more or less, to a point; thence S. 37° E. a distance of 1630 feet, more or less, to a point; thence N. 68° E. a distance of 1570 feet, more or less, to a point; thence on a curve bearing South and East which long chord bears S. 15° E. a distance of 1800 feet, more or less, to a point; thence S. 88°30′ E. a distance of 2100 feet, more or less, to a point; thence S. 4°30′ E. a distance of 270 feet, more or less, to a point; thence S. 4° W. a distance of 120 feet, more or less, to a point; thence N. 30°30′ E. a distance of 2740 feet, more or less, to a point; thence S. 89° E. a distance of 980 feet, more or less, to a point; thence S. 72°30′ E. a distance of 780 feet, more or less, to a point; thence N. 28° E. a distance of 250 feet, more or less, to a point; thence N. 14° E. a distance of 160 feet, more or less, to a point; thence N. 76° E. a distance of 240 feet, more or less, to a point; thence S. 49° E. a distance of 90 feet, more or less, to a point in the center line of Otter Creek; thence in the northerly and westerly direction and following the meanders of said creek a distance of 3400 feet, more or less, to a point the place of beginning, and containing 1072 acres, more or less.

Dated: August 26, 1944.

ABE FORTAS,
Acting Secretary of the Interior.

Approved: August 29, 1944.

FRANKLIN D ROOSEVELT,
The White House.

[F. R. Doc. 44-13983; Filed, Sept. 11, 1944; 9:36 a. m.]

Chapter I—General Land Office

[Circular 1582]

PART 193—COAL PERMITS, LEASES AND LICENSES

QUALIFICATIONS OF APPLICANTS

Section 193.2 and paragraph (b) of § 193.7 are amended to read as follows:

§ 193.2 *Qualifications of applicants.* Leases and prospecting permits may be issued to citizens of the United States, associations of citizens, and corporations organized under the laws of the United States or any State or Territory thereof, including a company or corporation operating a common-carrier railroad, and to municipalities. Limited licenses or permits for the mining of coal may be issued to citizens, associations of citizens and municipalities.

In accordance with the provisions of section 27 of the Act of February 25, 1920, as amended by the Act of April 30, 1926 (44 Stat. 373, 30 U.S.C. 184), and acts supplemental thereto, every applicant for coal permit or lease other than a company or corporation operating a common-carrier railroad, must show that, with the area applied for, his or its interest or interests in such permits, leases and other applications therefor, directly or indirectly, do not exceed in the aggregate 2,560 acres in any one State.

In accordance with the provisions of section 2 of the Act of February 25, 1920, as amended by the Act of June 13, 1944 (Public Law 336, 78th Congress), every company or corporation operating a common-carrier railroad must make affidavit that it needs the coal for which it seeks a permit or lease for its own use for railroad purposes; that it operates main or branch lines in the State in which the lands involved are located; that the aggregate acreage in the permits, leases and applications therefor in which it is interested directly or indirectly does not exceed 10,240 acres; and that it does not hold more than one permit or lease for each 200 miles of its

railroad lines served or to be served from such coal deposits exclusive of spurs or switches and exclusive of branch lines built to connect the leased coal with the railroad, and also exclusive of parts of the railroad operated mainly by power produced otherwise than by steam.

§ 193.7 *Petitions for leasing units.*
* * *

(b) Statement showing qualifications of petitioner to take a coal lease under the Act; proof of citizenship to be made by affidavit if native born; if naturalized, to be made as provided for in §§ 137.1, 137.2; if a corporation, by certified copy of the articles of incorporation; if a municipality, a showing of (1) the law or charter and procedure taken by which it became and exists a legal body corporate, (2) that the taking of a permit or lease is authorized under such law or charter, and (3) that the action proposed has been duly authorized by the governing body of such municipality; and the applicant must file evidence as to his or its qualifications to hold such a permit or lease, as prescribed by Section 193.2. A corporation must also submit a showing as to the residence and citizenship of its stockholders.

FRED W. JOHNSON,
Commissioner.

Approved: September 1, 1944.

OSCAR L. CHAPMAN,
Assistant Secretary.

[F. R. Doc. 44-13981; Filed, Sept. 11, 1944; 9:36 a. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 156—INSPECTION AND CERTIFICATION

AMENDMENT TO THE REGULATIONS AND APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R. S. 4405, 4417a, 4426, 4433, 4488, 4491 (46 U.S.C. 375, 391a, 404, 411, 481, 489), and Executive Order 9083, dated February 28, 1942 (7 F.R. 1609), the following amendment to the regulations and approval of equipment are prescribed:

Section 156.3 is amended to read as follows:

§ 156.3 *Electrical installations.* The specification covering electrical installations titled "United States Coast Guard, Merchant Marine Inspection, Specification for Electrical Installations on Merchant Vessels", dated August 31, 1944, is, during the emergency, applicable as alternative provisions to those contained in §§ 32.6-1 to 32.6-5, inclusive, 63.9, 79.9, 97.11 and 116.16 of this chapter.

APPROVAL OF EQUIPMENT

CONTAINERS FOR EMERGENCY RATIONS

Emergency drinking water container (Dwg. dated 15 April 1944), submitted by Chemical Service Co., 1117-25 S. Howland Street, Baltimore, Maryland.

Emergency provisions container (Dwg. dated 15 April, 1944), submitted by Chemical Service Co., 1117-25 S. Howland Street, Baltimore, Md.

Emergency drinking water container (Dwg. No. 668, dated 20 July, 1943, revised 9 August, 1944), submitted by The Multiple Breaker Co., Garwood, N. J.

Emergency provisions container (Dwg. No. 667, dated 20 July, 1943, revised 9 August, 1944), submitted by The Multiple Breaker Co., Garwood, N. J.

FIRE-DETECTING AND ALARM SYSTEM

Fire-detecting and alarm system (Sheets 1, 2, 3, and 4 of Dwg. No. 12243, Alt. 4, revised 12 May, 1944) (Catalog No. 572), for U. S. A. H. S. LARKSPUR only, submitted by Auth Electrical Specialty Co., Inc., 422-430 East 53rd Street, New York, N. Y. (Supersedes approval 18 August, 1944, 9 F.R. 10204).

LIFEBOAT

28' x 9' x 3'11½" metallic motor propelled lifeboat (598 cu. ft. by the .6 rule, 692 cu. ft. by Stirling rule, 52-person peacetime capacity, 40-person wartime capacity) (Arrangement and Construction Dwg. No. S9-0-11, dated 9 November, 1943, Rev. U, dated 10 August, 1944), submitted by the Imperial Lifeboat & Davit Corp., Athens, N. Y.

SAFETY VALVE

Duplex safety valve, Style DS-100 (maximum working pressure 600 p. s. i., maximum temperature 490° F) (Dwg. No. 356B, dated 1 August, 1944), submitted by the Ashton Valve Company, Boston, Mass.

L. T. CHALKER,
Rear Admiral, USCG,
Acting Commandant.

SEPTEMBER 7, 1944.

[F. R. Doc. 44-13886; Filed, Sept. 8, 1944; 1:18 p. m.]

APPROVAL OF EQUIPMENT

Correction

In Federal Register Document 44-12715, appearing on page 10306 of the issue of Thursday, August 24, 1944, the approval number for Model No. 3 adult kapok life preserver should read "B-234" instead of "B-324".

Chapter III—War Shipping Administration

PART 302 — CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

[G. O. 11, Rev. Supp. 7]

TIME CHARTER FOR FOREIGN FLAG DRY CARGO VESSELS

Section 302.48 is revised to read:

§ 302.48 *Amended time charter for foreign flag dry cargo vessels "Warshiptime (Rev.) Forflag".* The Administrator, War Shipping Administration, adopts the following standard form of addendum for time charters, for such foreign flag dry cargo vessels as the Administrator in his discretion may determine, heretofore entered into by the United States of America acting by and through the Administrator, to be known as "Warshiptime (Rev.) Forflag":

Contract No. _____
Form No. 101 (Rev.) Forflag
9/9/44
Warshiptime (Rev.) Forflag

WAR SHIPPING ADMINISTRATION

AMENDED TIME CHARTER FOR DRY CARGO VESSELS

WHEREAS, the Owner and the Charterer have heretofore entered into a charter agreement dated as of _____, 1942, providing for the charter of the Vessel upon the terms and conditions therein set forth, and

WHEREAS, the Charterer has found that in order to facilitate the prosecution of the war and otherwise to benefit the interests of the United States, it is necessary and desirable that the Charter be further amended to the extent provided for by this Addendum,

NOW, THEREFORE, the Charterer and the Owner do mutually agree to amend the Charter effective upon the date hereinafter set forth so that such Charter will be as follows:

AMENDED TIME CHARTER (hereinafter sometimes referred to as the Charter), dated as of _____, 19__, between _____
Address _____
OWNER of the SS/MS _____ (herein called the "Vessel"), and UNITED STATES OF AMERICA, acting by and through the Administrator, War Shipping Administration, CHARTERER, the terms of the Charter being as follows:

PART I (REVISED)

The Vessel's particulars on which the rate of hire and valuation have been based in part by the Administrator are as follows:

DEADWEIGHT capacity, as defined in Clause 5, Part II.
CLASSED _____
BALE CAPACITY of refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer _____ cubic feet.
YEAR BUILT _____
* * * * *

CLAUSE A. PERIOD OF CHARTER. From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941: *Provided, however,* That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case, the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. TRADING LIMITS. As and where the Charterer may from time to time determine, subject to normal trading limits for a Vessel of her size, type and description.

CLAUSE C. HIRE. The hire shall be $_____ _____ per calendar month or pro rata for any portion thereof, of which the sum of $_____ per calendar month shall be compensation to the owner for the use of the Vessel (herein sometimes referred to as the use rate) and the balance shall be compensation to the Owner for services required under the terms of this Charter (herein sometimes referred to as the service rate).

RATE REVISION. At any time, either party may request a redetermination of the rate of charter hire upon thirty (30) days' written or telegraphic notice to the other, but no rate redetermination prior to July 1, 1945 shall involve a change in the use rate factor of the charter hire. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within such a period, then the Owner shall be entitled to receive from the Charterer for the period commencing with the end of such period a fair and reasonable charter hire for the use of the Vessel and the services required under the terms of this Charter, the rate of hire to be not more or less favorable than the compensation that would have been payable if the Vessel were documented under the laws of the United States. Pending a determination of such a fair and reasonable charter hire either by mutual agreement or by judicial determination, the Charterer shall pay to the Owner on account thereof 75 percent of the charter hire payable prior to the end of such 30 day period, from month to month. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, Part I.

In the event of such termination by either party, the Charterer may, at its option, defer compliance with any or all of its redelivery obligations hereunder provided, however, that compliance with such obligations shall not be extended beyond the expiration of the emergency proclaimed by the President of the United States on May 27, 1941.

CLAUSE D. VALUATION. For the period ending noon, e. w. t., April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and the insurance provided by the Charterer, is the sum of $_____. For each subsequent twelve (12) month period the valuation, unless otherwise agreed, shall be reduced by _____.

By mutual agreement the valuation provisions of this Clause may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to replacement of vessels which is applicable to this Vessel.

CLAUSE E. PORT OF DELIVERY.

CLAUSE F. TIME AND DATE OF DELIVERY.

CLAUSE G. PORT OF REDELIVERY. Port of delivery, unless otherwise agreed; *Provided however,* That at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

CLAUSE H. NOTICE OF REDELIVERY. The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

CLAUSE I. UNIFORM TERMS. This Charter consists of this Part I and Part II, conforming to the Amended Time Charter for Foreign Flag Dry Cargo Vessels, published in the FEDERAL REGISTER of September 1944. The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions, of Part II shall be part of this Charter as though fully set forth in this Part I.

CLAUSE J. EFFECTIVE DATE OF THIS AMENDED CHARTER. Unless otherwise agreed this Amended Charter (Addendum) shall, conditioned upon the Vessel being in every way fitted for service as required by Clause 1 of Part II, be effective upon completion of discharge of the Vessel in a port in the Continental United States, excluding Alaska, on the voyage current on _____, 1944, or if the vessel be in a port in the Continental United States, excluding Alaska, on _____, 1944, then effective _____, 1944, or if the Vessel has not returned to a port in the Continental United States, excluding Alaska, prior to _____, 1944 then effective _____, 1944 if the Vessel be in any port at that date, otherwise effective upon the Vessel's safe arrival at the Vessel's next port of call.

CLAUSE K. SPECIAL PROVISIONS. (1) With respect to reimbursement of war bonuses by the Charterer under any provisions of this Charter the individual war bonuses paid to the crew (including the Master and officers), shall not be in excess of the same percentage relation to the individual basic wages paid as exist between the individual basic wages and war bonuses paid on an American-flag ship with a like complement in the same service: *Provided,* That in no event shall the war bonuses for each member of the crew exceed those payable to the corresponding individual crew members of an American-flag vessel (including the Master and officers) with a like complement in the same service. If the Owner's arrangement is for the payment of a flat rate of wage per man (including the war bonuses), the Charterer agrees to reimburse the Owner the aggregate amount by which the aggregate flat wages paid by the Owner to the Master, officers or crew of the Vessel during the period of this Charter, exceeds the aggregate wages (excluding the war bonuses) which would have been payable to the Master, officers and crew of an American-flag ship with a like complement in the same service: *Provided,* That in no event shall any aggregate amount so to be reimbursed be in excess of the aggregate of the war bonuses which would have been payable to the Master, officers and crew of an American-flag ship in the same service.

In witness whereof, the Owner has executed this Charter in quadruplicate the ____ day of _____, 19__, and the Charterer has executed this Charter in quadruplicate the _____ day of _____, 19____.

_____

By _____

UNITED STATES OF AMERICA,

By E. S. LAND, *Administrator.*

War Shipping Administration.

By _____

For the Administrator.

As to execution for OWNER.

ATTEST:

_____

or if not incorporated

In the presence of:

_____

Witness

and

_____

Witness

Approved as to form:

_____

Assistant General Counsel.

I, _____, certify that I am _____ the duly chosen, qualified, and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____ and having its principal place of business at _____ a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that _____ who signed this Charter on behalf of said corporation, was then the duly qualified _____ of said corporation; that said officer affixed his manual signature to said Charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL] _____

Secretary

Form No. 101 (Rev.) Forflag
9/9/44

Warshiptime (Rev.) Forflag

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS FOR DRY CARGO VESSELS

(PART II)—(REVISED)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery shall be ready to receive cargo with clean-swept holds and, as far as due diligence can make her so, tight, staunch, strong, and in every way fitted for normal commercial service for a vessel of her size, type, and description, having winches and power sufficient to run all winches at one and the same time

and a Master, and a sufficient complement of officers and crew (hereinafter referred to collectively as the crew) for a vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter.

The Vessel shall be employed in carrying passengers (to the extent permitted by law and available accommodations) and lawful merchandise, including petroleum or its products in proper containers, in lawful trades between safe ports or places, as the Charterer or its agents may direct.

The Vessel may be employed to tow or may be towed, but the Charterer shall indemnify the Owner for any loss, damage, claims or expenses resulting from any such use of the Vessel.

For the purpose of this Charter the Owner shall be entitled to the benefits of all waivers in the navigation and inspection laws granted by an authorized officer or by law or regulation.

If radio or other equipment is required to enable the Vessel to comply with this Clause and such equipment is leased by the Owner, it shall pay the rental and maintenance charges therefor, or if such charges are paid by the Charterer, such charges may be deducted from the hire.

CLAUSE 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of loading (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal, reserving only space proper and sufficient in the opinion of the Master for Vessel's crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores and fuel.

CLAUSE 3A. Commencing with the time this Amended Charter becomes effective, the Charterer shall (except as otherwise expressly provided in this Charter) pay hire for the use of the Vessel and for the services required under the terms of this Charter at the rate provided in Clause C, of Part I of this Amended Charter, and subject to the provisions of said Clause C, such hire, or payments on account as therein provided, shall continue until the time of the redelivery of the Vessel to the Owner as in this Charter provided, unless the parties hereto otherwise agree: *Provided, however,* That if the Vessel shall be an actual total loss, such hire or payments on account shall continue until the time of her loss, if known, or if the date of loss cannot be ascertained, or if the Vessel is unreported, such hire or payments shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days. If the Vessel is a constructive total loss under the terms of any insurance thereon or is declared a constructive total loss by the Charterer under the provisions of Schedule A, such hire or payments shall continue until noon (E. W. T.) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in Clause 31 of this Charter.

CLAUSE 3B. If at the time of redelivery under this Charter, the Vessel shall require repairs of any damage arising from risks insured against or assumed by the Charterer or for which the Charterer is otherwise liable, hire or payments on account as herein provided shall continue until completion by the Charterer of such repairs and of any work required of the Charterer by Clause 11, Part II, subject to the provisions of Clause 11D hereof.

CLAUSE 3C. On the first day of each calendar month, the hire or payments on account of just compensation provided for in this Amended Charter, and all other monies accruing during the preceding month in favor of the Owner, shall be due and payable.

CLAUSE 3D. The Charterer or its agents may advance currency or perform any services, or furnish any supplies or equipment, which are required by the Owner and are for the Owner's account under this Charter, and the Owner, upon being furnished evidence thereof, shall reimburse or secure the Charterer for the fair and reasonable dollar value of any currency so advanced, services so performed, or supplies and equipment so furnished, or at the Charterer's election the equivalent thereof may be deducted from the hire. It is understood that any such advances made or services performed or supplies and equipment furnished by the government of any country as aid to or for the account of the United States shall be deemed currency advanced, services performed, or supplies and equipment furnished by the Charterer.

CLAUSE 4. In the event that the Vessel is detained because of the happening of any event caused or contributed to by another vessel, person, corporation, or others, for which detention such third parties are or may be liable (the period of such detention to include the time necessary to proceed to, survey, and effect repairs unaccomplished upon the date of redelivery of the Vessel under this Charter), then for such period of detention the Charterer's obligation to the Owner for hire and for other sums otherwise accruing hereunder shall cease: *Provided, however,* That the Charterer shall indemnify and save the Owner harmless from any loss whatsoever by reason of the cessation of such obligations, and notwithstanding said cessation shall pay to the Owner a sum not less than the amount which would otherwise be payable to the Owner for such obligations in the same manner and to the same extent as if such cessation had not occurred, but on performance of this indemnity the Charterer shall immediately become subrogated, to the extent of such indemnity, to all rights whatsoever of the Owner to recover for such detention from or against such vessel, person, corporation, or others, and the Charterer shall be entitled to bring and maintain suit or suits thereon in its own name or in the name of the Owner as the Charterer may see fit: *Provided, however,* That on the written request of the Charterer, the Owner shall in each instance, assert and prosecute such claims in the name of the Owner, but for and on behalf of the Charterer and at the Charterer's expense, such claims to be in a sum not less than the amount of the indemnity paid by the Charterer.

CLAUSE 5A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2,240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation or equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer or any other agency of the United States.

CLAUSE 5B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation (if any) shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweight or bale cubic refrigerated capacity, in satisfactory form, heretofore or hereafter furnished by the American Bureau of Shipping, shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 6. Except as otherwise provided in this Charter:

(a) The Owner shall provide and pay for

(1) Wages of Master and crew;

(2) Subsistence;

(3) Galley, cabin, deck and engine room stores, supplies and equipment (except all water and fuel, for any purpose);

(4) Maintenance and repair of Vessel and equipment to the extent required of the Owner under this Charter;

(5) Sales or other taxes based on the foregoing items; and

(6) Owner's overhead expenses.

(b) The Charterer shall provide and pay for all other charges and expenses whatsoever reasonably and properly incurred in the use, operation or employment of the Vessel hereunder.

For the purposes of this Charter:

(1) The term "wages" as used herein shall include all basic and emergency wages, bonuses for seniority or length of service, overtime and vacation allowances, life, health, retirement or other insurance benefits which are not required to be provided or paid for by the Charterer hereunder.

(2) The term "subsistence" shall include the cost, including delivery, loading and inspection charges thereon, of all edibles for consumption by Master and crew, and other persons covered by Clause 7C hereof, and shall also include board and room allowances to Master and crew in lieu of subsistence and lodging aboard the Vessel.

(3) The term "galley, cabin, deck and engine room stores, supplies and equipment" shall mean those items referred to under the headings of "(15)" and "(24) Stores, Supplies and Equipment", page 8, of the General Financial Statement of the U. S. Maritime Commission, approved by the Budget Bureau No. 62-RO, 10-42.

(4) The term "maintenance and repair of Vessel and equipment" shall mean the items referred to under the headings "(25) Other Maintenance Expense" and "(40)" and "(49) Repairs", page 8 of said General Financial Statement.

(5) The term "overhead expense" shall include administrative and general expenses as presently itemized in General Order No. 22 of the U. S. Maritime Commission, Owner's advertising expenses, Owner's taxes (except sales and similar taxes, taxes assessed or based upon freights earned, and other taxes of any kind determined by the Charterer to be properly classifiable as voyage expenses), and the cost of employing agents or branch houses to perform any of the services required of the Owner under this Charter.

CLAUSE 7A. The Charterer shall reimburse the Owner for actual out-of-pocket expenses, including all taxes paid by the Owner with respect to such expenses, for:

(1) All war bonuses (war risk compensation) paid to the Master and crew (which term as used in this Clause 7 shall refer to the actual crew on board, even though in excess of the normal complement) in the manner and to the extent provided for in applicable decisions or advices of the Maritime War Emergency Board, as amended or modified from time to time, or in judicial decisions relating hereto.

(2) All extra compensation, including overtime, paid to the crew for services performed by the crew (a) in connection with cargo, at sea or in port, (b) in connection with shifting of Vessel in port for Charterer's purposes, or (c) preparatory to loading or discharging or sailing in convoy. If the Vessel operates in the Alaska trade, the Charterer shall also pay the extra crew costs exceeding costs that would have been incurred in similar operations in other ocean-going trades.

(3) All wages, and overtime paid to any extra crew members beyond the normal complement of the Vessel, or to other persons carried, who are required to be employed by the Owner because of (a) the Vessel's service under this Charter, (b) the loading or discharging of cargo, or (c) to care for any persons covered by Clause 7 C hereof. Extra wages or overtime paid to the normal complement of the Vessel in lieu of employing extra crew members or persons for the purposes above set forth shall also be reimbursed to Owner. The term "normal complement" as used in this Charter shall refer to the normal peacetime complement for off shore foreign trading for the average vessel of the same size, type and description as the Vessel chartered hereunder, as determined by the Administrator.

(4) All wages and overtime paid to security watchmen provided in compliance with any security requirements of any United States or other Government agency, and all overtime or additional wages paid to the crew by reason of compliance with such requirements.

(5) All extra clothing or effects for the Master and crew necessitated by the Vessel's service under this charter (Charterer to have title to such extra clothing and effects).

CLAUSE 7B. The Charterer shall, to the extent the Owner is not reimbursed under the provisions of Schedule A attached hereto, reimburse the Owner for out-of-pocket expenses or disbursements made on behalf of the Master or crew, or payments made to the Master or crew, for repatriation transportation (including return to port of shipment), and for wages and subsistence while awaiting and during such transportation, where such expenses, disbursements, or payments are assumed by the terms of the Ship's Articles, the Owner's collective bargaining agreements or found by the Owner to be reasonably necessary or desirable. The Owner shall also be reimbursed for the cost reasonably incurred in furnishing men to replace members of the crew whose employment has terminated at ports in Alaska or outside the continental United States where suitable replacements are not readily available.

CLAUSE 7C. The Charterer shall pay the Owner at the rate of $1.50 per day per person (not in excess of fifty (50) persons) for providing subsistence aboard the Vessel for any person carried at the request of the Charterer or any agency of the United States or the military authorities of any Allied Government, or any extra crew members beyond the Vessel's normal complement required because of the Vessel's service under this Charter, and $1.50 per day per person for providing subsistence aboard the Vessel for any extra complement thereby required. If a total of more than 50 extra persons referred to in this Clause 7C are carried on the Vessel at any one time, the Owner shall be reimbursed for his actual costs for subsistence of the number in excess of 50, unless subsistence rates or schedules applicable to such excess number have been agreed upon between the Owner and the Charterer, in which event such rates or schedules shall govern. The term "subsistence" as used in this subsection shall include victualling, supplying with linens, bedding, laundry, and similar services, but the Owner shall not be obliged to furnish linens and bedding for such extra persons in excess of 50, unless otherwise agreed.

CLAUSE 8A. The Charterer may disallow in whole or in part, as may be appropriate, and deny reimbursement for any expenses for which it is required to reimburse the Owner which are in contravention of the terms of this Charter, or are otherwise improvident or excessive.

CLAUSE 8B. The Charterer shall reimburse the Owner for any additional extraordinary costs incurred which the Charterer, in its discretion, may allow upon finding that such costs are not intended to be covered in the allowance for services hereunder. In the event the Vessel is assigned by the Charterer for service between foreign ports, the Charterer shall make such adjustment, if any, as it deems appropriate to allow for increased cost of operation.

CLAUSE 8C. In the event the Vessel is physically incapable of working for a period in excess of twenty (20) days while in a Continental United States port (excluding Alaska) or for a period of thirty (30) days while in Alaska or outside the Continental United States, the charter hire otherwise payable hereunder shall be reduced for the excess period by an amount equal to twenty (20) per cent of the service rate, plus eighty (80) per cent of the actual savings in wages for Master and crew during the entire period of lay-up. The Owner shall furnish reports of wage savings as soon as practicable after the termination of each month of such lay-up.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings and materials requisite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards and fittings and materials already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. Upon redelivery of the Vessel, the Charterer shall make good any damage to or shortage of shifting boards, fittings or materials which are on board at delivery.

CLAUSE 10. The Charterer shall pay for all fuel on board upon delivery, and the Owner shall pay for all fuel on board on redelivery not in excess of Owner's normal requirements, at market prices current at the ports and times of delivery and redelivery, respectively.

CLAUSE 11A. The Charterer or any agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament, and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property and are to be maintained at Charterer's expense. Such work shall be done so as not to affect the seaworthiness of the Vessel or the safety of the crew, and as not to be in contravention of any applicable law of the United States or regulation made pursuant thereto. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or at the request of the Charterer or any agency of the United States and restore the Vessel to her condition prior to any such installations, alterations, additions or changes, whether such installations, alterations, additions or changes were made under this Charter or prior to delivery under this Charter, except as may be otherwise provided herein.

CLAUSE 11B. Commencing with the time this Amended Charter becomes effective, the Charterer shall pay the full actual cost of providing and maintaining all equipment and installations on the Vessel, beyond normal peace-time standards, then or thereafter set forth in sub-chapter O of Chapter I of the Regulations of the United States Coast Guard (Title 46, U.S.C.R.), or by other wartime regulations of any agency of the United States, except that if and so long as the Vessel remains under time charter, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements. *Provided, however,* That if the Owner has not entered into a form of addendum to the original time charter covering this Vessel designated as "Uniform Addendum to Time Charter Covering Adjustments of Certain Disputed Questions" and has not entered into a special agreement as and if contemplated in Paragraph Fourth of said addendum, then the obligations of the Charterer under this Clause 11B shall be limited to items hereafter required and shall not cover items heretofore required as aforesaid. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11A of the Charter.

The payments provided for in this paragraph shall be made in the same manner and shall not exceed in amount those payable to like American-flag vessels operating under similar Warshiptime (Rev.) or Warshipoiltime (Rev.) charters containing a clause substantially the same as the foregoing provisions of this paragraph.

CLAUSE 11C. Any equipment, furniture, furnishings or appliances belonging to the Vessel and not required by the Charterer may be removed by the Charterer, at the Charterer's expense, and upon termination of the Charter, unless the Vessel has been lost or requisitioned for title, any such removals are to be replaced on board the Vessel or made good by the Charterer at its expense. Storage charges arising from such removal shall be paid for by the Charterer.

CLAUSE 11D. If, at the time of redelivery under this Charter, the Vessel shall require any work or repairs of any damage arising

from risks insured against or assumed by the Charterer, or for which the Charterer is otherwise liable under this Clause, Clause 11A or any other Clause hereunder, the Charterer may, at its option, discharge such obligations by payment to the Owner in advance of an amount for reconditioning sufficient to provide for such work or repairs, which amount shall also include compensation at the rate of hire that would otherwise have been payable under this Charter, for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. If the Owner and Charterer agree such obligations may be discharged by a mutually satisfactory agreement.

CLAUSE 12. The Owner agrees at its expense to drydock the Vessel for the purpose of cleaning and painting her bottom, when necessary and not less than once in every nine months unless the Charterer otherwise agrees, and, when drydocking is due, the Charterer agrees to send the Vessel to a port where she can so drydock, clean and paint. All towage, pilotage, and other expenses incidental to such drydocking and all port charges incurred in connection therewith, shall be for the Owner's account regardless of whether Charterer's repairs are concurrently made.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master, to the extent permitted by governmental orders or directions, shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its agents, and furnish the Charterer or its agents, when required and to the extent permitted by governmental orders or directions, with a true copy of port and daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer the Master shall prosecute his voyages with the utmost dispatch and shall render all customary assistance with Ship's crew and boats; and shall use due diligence in caring for and ventilating the cargo. The Master (although employed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency and prosecution of the voyages; and the Charterer shall load, stow, trim and discharge the cargo at its expense under the supervision of the Master, who, if requested, is to sign bills of lading for cargo as presented, in conformity with Mate's or Tally Clerk's receipts. Bills of lading are to be signed in the form and at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its agents may direct, provided that the Vessel can safely lie afloat at any time of tide.

CLAUSE 16. The Owner shall provide and maintain gear for all derricks and shall maintain the gear of the ship as fitted, and shall also provide ropes, falls and blocks customary in normal commercial operation. The Owner shall also provide on the Vessel lanterns and oil for night work, and give the use of electric lights when the Vessel is so fitted. The Charterer shall have the use of any gear on board the Vessel, including slings.

CLAUSE 17. The Vessel shall work night and day, if required by the Charterer, and all winches are to be at the Charterer's disposal during loading and discharging. Shore winchmen, when available and where required, shall be provided and paid by the Charterer.

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Clause paramount.* "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-to-blame collision clause.* "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General average clause.* "General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any, shall be paid in United States money."

(iv) *Amended "Jason" clause.* "In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers."

(v) *Liberties clauses.* "In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such discharge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship,

the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner, in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters, saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the Owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault or privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter arising or resulting from: Act of God; act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process; strike or lockout or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this Clause shall diminish its obligations or hire under the other provisions of this Charter.

CLAUSE 20. The Insurance, Indemnity and Waiver program set forth in Schedule A annexed is hereby incorporated by reference in and made part of this Charter as though fully set forth in this Clause.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer, after deducting the Master and crew's shares, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys; *Provided, however,* That to the extent necessary to effectuate the purposes of the Insurance, Indemnity and Waiver program (Schedule A), claims for salvage on behalf of the Owner shall be made solely at the discretion of the Charterer.

CLAUSE 22. If the Charterer shall notify the Owner that the employment or the continued employment of the Master or any member of the crew or any agent of the Owner is prejudicial to the interests of the United States in the prosecution of the war, the Owner shall make any changes necessary in the appointment.

If the Charterer shall have reason to be dissatisfied with the conduct of any member of the crew, the Owner shall, on receiving particulars of the complaint, investigate and make any changes practicable in the appointments or practices aboard the Vessel with respect to the maintenance of proper discipline, necessary to eliminate the reasons for such dissatisfaction by the Charterer.

CLAUSE 23. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force. Nothing herein shall be deemed to affect the Charterer's right of limitation or exemption from liability accorded under the provisions of Section 4 of Public Law 17, 78th Congress.

CLAUSE 24. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 25. Liability for nonperformance of this Charter shall be proved damages.

CLAUSE 26. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 27. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 28. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel. *Provided, however,* That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained. *Provided further, however,* That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the Owner, and the Vessel, her crew and cargo.

CLAUSE 29. If after redelivery the Vessel is arrested or attached upon any cause of action arising or alleged to have arisen from previous possessions or operation of the Vessel by the Charterer, or any subcharterer, or for which the Charterer is liable, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the approval of the Attorney General of the United States.

CLAUSE 30. The Charterer (except as to matters affecting only the stability of the Vessel) shall be exclusively responsible for proper loading, stowage and discharge of goods of an inflammable, explosive or dangerous nature, and shall comply with all applicable regulations and furnish any necessary fitttings.

CLAUSE 31. The Charterer shall reimburse the Owner for all expenses for wages, bonuses and subsistence of the Master and crew and other out-of-pocket costs, incurred by the Owner subsequent to the date of and arising from an actual or constructive total loss of the Vessel to the extent not recovered or reimbursed under any insurance on the Vessel or under this Charter or otherwise. If the extent of the damage or injury is not sufficient to entitle the Owner to collect for an actual or constructive total loss under the provisions of any insurance on the Vessel in the absence of a declaration by the Charterer, then in addition to reimbursement of expenses as aforesaid, the Owner shall be entitled: (a) to charter hire at the rate of 3½ per cent per annum on the then current valuation of the Vessel under valuation Option II, commencing with the date when charter hire would otherwise terminate and ending four months thereafter or on the date of such declaration, whichever date is earlier; and (b) if the Vessel is declared a constructive total loss more than four months after the date charter hire would otherwise terminate, then to charter hire in an amount equal to the use rate payable under Part I from the end of such four months until the date of such declaration.

CLAUSE 32. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 26, 1944, having found that this Agreement is in the nature of a lease contract and that the profits of the use rate and agreed valuation (if any) hereunder can now be determined with reasonable certainty, that such use rate and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter with respect thereto adequately prevent excessive profits, the said use rate and agreed valuation (if any) are hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (i) (4) of the said act. Nothing in this Clause 32 shall be construed as an admission by the Owners that the items exempted from renegotiation as aforesaid would be subject to the Renegotiation Act in the absence of the foregoing provisions. The service rate under this Charter shall be subject to renegotiation in accordance with the provisions of said act, and with respect thereto this Charter shall be deemed to contain all the provisions required by subsection (b) of said act, with the expressed understanding and agreement that the aggregate of the amount received or accrued to the Owner on account of the service rate under this and all other warshiptime or warshipbiltime Charters containing similar renegotiation provisions shall be treated as a unit for the purpose of such renegotiation. There shall be inserted in each subcontract, subject to the Renegotiation Act and involving an estimated amount of more than $100,000, a clause reciting in substance that such subcontract shall be deemed to contain all the provisions required by the Renegotiation Act. This Clause 32 shall be applicable only from the effective date of this Amended Charter. Nothing in this Clause 32 shall be construed as an admission or agreement by the Owner as to the applicability of the Renegotiation Act to this Charter for the period prior to the effective date of this Amended Charter or to any charter hire or other sums accruing prior to the effective date of this Amended

Charter, provided, however, that all rights, if any, which the Administrator may have to renegotiate any charter hire or other sums accruing prior to the effective date of this Amended Charter are hereby reserved by the Administrator.

CLAUSE 33A. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except to the extent allowed by Title 18 U. S. Code, section 206. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 33B. The Owner shall not employ any person who advocates, or who is a member of an organization that advocates, the overthrow of the government of the United States by force or violence, to perform any work under this Charter. As a condition to the employment of any person for the performance of such work, the Owner shall, if the Charterer so directs, require each person to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 678, 77th Congress, or Public Law No. 23, 77th Congress, but the execution and filing of such affidavit shall be without prejudice to the right of the Charterer to require such further evidence in the premises as may be in the possession of the Owner as the Charterer may deem desirable.

CLAUSE 33C. The Owner agrees that in performing the work required of it by this Charter, it will not discriminate against any worker because of race, creed, color, or national origin.

CLAUSE 33D. The Owner shall not employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 33E. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or, in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 34. Failure of the Master or Owner to protest against any act or omission of the Charterer, or any other agency of the United States, including any act, omission or order which in the opinion of the Master may affect the Vessel's seaworthiness or may be in contravention of the laws or regulations of the United States shall not prejudice the rights of the Owner under this Charter.

CLAUSE 35. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 36A. In the event that this form of time charter is modified by the Charterer at any time prior to July 1, 1944, the Owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

CLAUSE 36B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 37. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

SCHEDULE A (FORFLAG)—INSURANCE INDEMNITY AND WAIVER PROGRAM

I. INSURANCE

(A) Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume as insurer:

(1) Insurance on the Vessel under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration (designated as Warshipreq (FOR.), a copy of which is attached hereto), in the amount of the agreed value under this Charter, and covering only war risks (including malicious damage, sabotage, strikes, riots, and civil commotion.)

It is especially agreed, however:

(a) That the Owner, at its own expense except as provided in subparagraph (b) below will insure the Vessel with the American Marine Hull Insurance Syndicate in an amount to be determined by the Owner, and under the conditions of AMER.CAN HULL FORM REVISED (Requisitioned Vessels 1943) which Insurance shall include the interest of War Shipping Administration as Charterer.

(b) That the Charterer will reimburse the Owner for premiums paid on insurance taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above. *Provided, however,* Such reimbursement shall not exceed the amount of premiums payable on the value set forth in the Charter on the attachment of said insurance and at the time any further annual premium is due and payable. In consideration of such reimbursement, any recapture of profits from said Syndicate shall accrue to the sole benefit of the Charterer, and any return of premiums under the insurance procured by the Owner shall, to the extent that they represent premiums originally reimbursed by the Charterer, be repayable to the Charterer.

(c) That the Owner (at its option and expense) may procure excess insurance, including liability insurance (without benefit of salvage, subrogation or right of contribution) above the limits of the insurance so procured, but such insurance shall not be on terms inconsistent with the provisons of this Charter or with the provisions of the insurance provided for above.

(d) That the insurance procured by the Owner pursuant to subparagraph (a) hereof as well as any additional insurance procured by the Owner pursuant to subparagraph (c) hereof, and any amount of self-insurance carried by the Owner in excess of the limits of the insurance procured pursuant to subparagraph (a) hereof, shall be subject to the provisions of Clause II of this Schedule A. In consideration of the foregoing, the Charterer hereby insures the Owner against any claim by the United States for damage to property or vessels of the United States or for loss of freight, demurrage or other claims covered by the collision clause in the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) policy, arising out of collision with the Vessel.

(e) That in the event of cancellation or termination of the insurance referred to in subparagraph (a) above (except for non-payment of premium), or upon thirty (30) days' written notice from Charterer to the Owner, the Vessel shall thereafter be insured for marine risks by the Charterer under the terms and conditions of the full form of standard hull policy of the War Shipping Administration (designated as Warshipreq (For.) for the amount of the agreed value under this Charter.

(f) The Charterer hereby insures the Owner for payments of (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, not recoverable under the insurance on the Vessel taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to sub-paragraph (a) above solely by reason of the insured valuation of said policies being insufficient to provide complete indemnity to the vessel Owner in respect of the liabilities specifically referred to in this sub-paragraph (f), and not recoverable under insurance arranged pursuant to sub-paragraph (c) above. *Provided, however,* That the liability of the Charterer under this subparagraph (f), in respect of any one such class of liabilities, shall be limited for any one collision, casualty or occurrence to the amount, if any, by which the market value of the Vessel in sound condition at the date of such collision, casualty or occurrence, plus the Vessel's then pending freight, exceeds the insured value of the Vessel for total loss purposes under the insurance taken out by the Owner pursuant to subparagraph (a) above; it being understood that the amount of the Charterer's liability hereunder, if any, shall be applicable separately to each of the foregoing three classes of liabilities, with the full amount open for each.

(g) Without limiting the liability of the Charterer as insurer under this Charter, all repairs to the Vessel coming within the terms of the insurance assumed by the Charterer or procured by the Owner pursuant to this Schedule A shall be subject to the approval of the Charterer as to the extent, time and place of repairs. All repairs shall be carried out under the supervision of the Owner.

(h) In the event the Vessel is covered by a mortgage or lien held by any department or instrumentality of the United States, then any sum or sums payable by virtue of the provisions of this Clause I of Schedule A shall be payable for distribution to such department or instrumentality and/or the persons entitled thereto as their interests may appear.

(2) All insurance which the Owner may be obligated to provide, covering the crew with respect to loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations, and loss of or damage to personal effects. Unless otherwise directed by the Charterer, the owner shall agree with the crew to provide the war risk insurance covering such items afforded by the Decisions of the Maritime War Emergency Board (as amended or modified from time to time) and the marine risk insurance covering such items afforded by the Second Seamen's War Risk Policy (published in the FEDERAL REGISTER of March 20, 1943, as Decision 1A of the Maritime War Emergency Board), as amended from time to time, and such Decisions and Policy shall be the measure and limit of the Charterer's liability under this Clause. The Owner shall give effect to the foregoing by inserting the following language, or such other language as the Charterer may from time to time direct, in the form of a rider or otherwise, in the Ship's Articles or other contract of employment on all voyages of the Vessel under this Charter:

"It is agreed that the Master, Officers, and Members of the Crew shall be furnished the war risk insurance protection covering loss of life, disability (including dismemberment and loss of function), detention, repatriation

and similar situations and loss of or damage to personal effects, required by the Decisions of the Maritime War Emergency Board, as amended or modified from time to time, and the marine risk insurance afforded by the Second Seamen's War Risk Policy, as amended from time to time."

(3) War risk protection and indemnity insurance under the terms and conditions of the standard WAR RISK PROTECTION AND INDEMNITY policy prescribed by the War Shipping Administration, a copy of which is attached hereto, for the benefit of the Owner and the Charterer, as their interests may appear.

It is specially agreed, however,

(a) That the Owner, unless otherwise agreed, shall procure marine protection and indemnity insurance under the terms and conditions of the WARTIMEPANDI Policy (Requisitioned Veseseis 1943) from an American Protection and Indemnity Underwriter approved by the Charterer which issues said form of policy, which insurance shall include the interests of the Charterer and its Time Charter Agents under Service Agreements, Berth Agents and Sub-Agents acting on their behalf. The Charterer shall reimburse the Owner for all premiums paid on such insurance in consideration of which any readjustment of premiums and any return premium shall be for account of the Charterer.

(b) That to the extent that cargo claims are recoverable under said insurance or are reimbursable to the Owner under the terms of this Charter, the Charterer, and its duly authorized Agents are authorized by the Owner to attend to the adjustment and settlement of or otherwise dispose of cargo claims in such manner (not inconsistent with the terms of said Protection and Indemnity Insurance) as may be determined by the Charterer.

(c) That in the event of cancellation (except for non-payment of premium) of the insurance referred to in subparagraph (a) above by the Protection and Indemnity Underwriters, or upon thirty days' written notice from the Charterer to the Owner of its intention to terminate such insurance, the Charterer will then provide and pay for or assume as insurer, identical marine protection and indemnity insurance for the benefit of the Owner and the Charterer and the Charterer's Agents as their interests may appear.

(d) That the Charterer assumes as insurer any liability of the Owner or the Charterer on account of loss, damage or expense in respect of lend-lease cargo or cargo owned by the United States or any agency or department thereof, including but not limited to the War Department, Navy Department, Metals Reserve Company, Rubber Reserve Company, Defense Supplies Corporation, Reconstruction Finance Corporation or Foreign Economic Administration, which would be recoverable under the WARTIMEPANDI Policy (Requisitioned Vessels, 1943) in the absence of the specific exclusion relating thereto, therein.

(e) That the Charterer hereby insures the Owner for excess protection and indemnity liabilities on said Vessel on terms and conditions identical to that provided by WARTIMEPANDI Policy (Requisitioned Vessels 1943) to the extent that said WARTIMEPANDI Policy (by reason of the insured amounts in said policy) does not provide the Owner with complete protection and indemnity: *Provided, however,* That the liability of the Charterer under this subparagraph (e) in respect of any one accident or occurrence shall be limited to the amount, if any, by which the market value of the vessel in sound condition at the date of such accident or occurrence plus the vessel's then pending freight exceeds the insured amounts in said WARTIMEPANDI Policy.

(f) That the Owner (at its option and expense) may procure additional insurance in excess of the limits of the insurance procured or provided pursuant to subparagraphs (a) and (e) hereof, but such insurance shall not be on terms inconsistent with the provisions of this Charter.

(g) That the Charterer shall reimburse the Owner for all claims paid by the Owner and not recoverable pursuant to the provisions of the standard WAR RISK PROTECTION AND INDEMNITY Policy, and WARTIMEPANDI Policy (Requisitioned Vessels 1943) referred to above, solely by reason of deductible average, franchise or other similar deductions appearing in such policies.

(h) That the Charterer hereby insures the Owner for marine and war risk insurance against all carrier's liabilities with respect to cargo to be carried, carried, or which has been carried on Board the Vessel directly incurred in consequence of the operation of the Vessel and not covered by the standard protection and indemnity insurance provided or procured pursuant to this paragraph (3), including, but not limited to, liability for deviation or over-carriage, liability for drydocking with cargo on board the Vessel, liability under ad valorem Bills of Lading, and liability for carrying on deck, cargo covered by under deck Bills of Lading.

(4) Marine and war risk insurance covering the Owner's actual loss (or in the case of slop chests, the actual loss of the owner thereof) as determined by the Charterer, for (i) slop chests, (ii) cash carried on board the Vessel but not in excess of $5,000 unless otherwise agreed, and (iii) consumable stores. "Consumable Stores" within the meaning of this paragraph (4) shall mean all consumable and subsistence stores (but not radio supplies, spares, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A, and 7919A (Revised Forms 1939).

(B) (a) If the Charterer elects to insure with commercial underwriters any of the risks assumed or insured against by it pursuant to this Schedule A, the Owner agrees, if so instructed by the Charterer, to file with such underwriters, on behalf of the Charterer, reports, declarations, claims and the customary insurance documents, it being understood that except to the extent of any payment to the Owner by the underwriters such action on the part of the Owner shall in no way affect the Charterer's direct liability to the Owner with respect to risks assumed or insured against by the Charterer under this Charter.

(b) As soon as practicable after attachment of this insurance, the Owner shall furnish to the Charterer a statement of all unrepaired damage known to the Owner existing at the time of attachment of this insurance, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last drydocking in a U. S. Continental Port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or at Charterer's option permit it to inspect, all deck and engine room logs, if available, and all surveys made at or subsequent to the last drydocking of the Vessel in a U. S. Continental Port.

(c) In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

(d) Insurance heretofore provided by the Charterer under this Charter shall terminate upon the attachment of this insurance: *Provided, however,* That claims for unrepaired damage under said prior insurance shall not be due and payable until the repairs are effected or if not so effected, until the termination of this insurance, but in no case shall the Charterer, as Charterer or insurer, be liable for such unrepaired damage in addition to a subsequent total or constructive total loss under this insurance or Charter.

(e) General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Charterer's agents who shall be entitled to receive the usual charges and commissions.

II. WAIVERS

(a) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel (1) owned by the United States, or (2) under charter to the United States on terms which would make the United States liable as Charterer, insurer or otherwise for such claims or (3) under charter to the United States and insured under the terms of the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943).

(b) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (a) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(c) The waivers provided in this Clause II of Schedule A shall be effective only as to claims relating to the Vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

(d) The Owner shall and does hereby waive any claim against any ship repairer, based on negligence or otherwise, arising out of repair or custody of the Vessel during the period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the repairer: *Provided, however,* That such waiver shall not preclude recovery by the Owner against the repairer for amounts less than the customary contractual limit of $300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter.

(e) The Owner shall and does hereby waive any claim for loss of or damage to the vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United Sttes and the stevedore, except with respect to claims which the Owner cannot recover under the provisions of Clause I, (A), (1) (a) of this Schedule A, by reason of the franchise in the insurance provided pursuant to said Clause.

III. INDEMNITY AND INSURANCE

(a) The Charterer shall insure the Owner for and against any loss or damage suffered, or liabilities incurred, by the Owner for which claim is waived under the provisions of Clause II of this Schedule A (except claims for salvage in excess of actual cost in connection therewith), and which is not recovered by the Owner under any other provision of this Charter: *Provided, however,* That this indemnity shall not entitle the Owner to recover for lass or damage to the Vessel in an aggregate sum in excess of the agreed valuation: *And provided further,* That

this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

(b) The Charterer shall reimburse, indemnify, and hold harmless the Owner, the Master and the Vessel for or from all consequences, losses and liabilities whatsoever directly resulting from compliance with or efforts to comply with any orders or directions of the Charterer, its agents, representatives or employees, or any other agency of the United States or of any allied government, or orders or directions given as provided in Clause 28 of this Charter, unless properly chargeable to the Owners under this Charter or Schedule, or recoverable under (or within the franchise of) any of the insurance procured pursuant to the terms of this Schedule A. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

(c) The Charterer hereby assumes and indemnifies the Owner for any loss or liability, if not covered by the terms and conditions of any of the insurances provided for in this Schedule A, arising out of performance of services under any towage or pilotage contract customarily in use in the trades in which the Charterer uses the Vessel or which is specially agreed to by the Owner upon request or instructions of the Charterer.

IV. CONSTRUCTIVE TOTAL LOSS DECLARATION BY CHARTERER

If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, not constituting an actual or constructive total loss under the insurance provided in this Schedule A, that the continuation of the Charter is inadvisable because of the probable high cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the occurrence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the valuation provisions of this Charter as though the Vessel were an actual total loss. *Provided, however,* If the Vessel is in fact a constructive total loss within the terms of the insurance provided by the Owner pursuant to this Schedule A, no such payment shall be made by or on behalf of the Charterer, or if the Owner shall have elected to recover for the estimated cost of repairing the damage to the Vessel under the terms and conditions of American Hull Form Revised (Requisitioned Vessels 1943) the amount payable by the Charterer to the Owner shall be reduced by the amount payable under such insurance. If the Owner does not so elect or shall not have so elected within ninety (90) days of declaration of a constructive total loss by the Charterer then the Charterer shall be subrogated to all of the rights of the Owner under such insurance. Against any such payments received by the Owner from the Charterer or the Owner's assurer, as the case may be, the Owner will, if the Charterer elects to take title, give such releases and instruments granting the Vessel or the property of her remaining to the Charterer as the Charterer may require and that are not inconsistent with the terms and conditions of the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943).

V. ATTACHMENT OF INSURANCE

This Schedule shall be effective, and the insurance to be provided by the Charterer hereunder shall attach simultaneously with the effective date and time of this Amended Charter (Addendum) to which it is affixed; *Provided, however,* If the Vessel be then at sea the insurance provided by the Charterer shall not attach until Vessel's next arrival in safe port.

WARSHIPREQ (FORQ POLICY)

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

Charter Number_____ No. H_____
Date _____

BY THIS POLICY OF INSURANCE DOES, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured, lost or not lost:

_____

ON THE STEAMER (or Motor Vessel) called the _____ (or by whatsoever name or names the said Vessel is or shall be called), under charter to the War Shipping Administration pursuant to Charter Number_____.

Loss, if any, payable to the person entitled thereto, or order.

IN A SUM as provided for in the Charter Party referred to above.

AT AND FROM_____

to the day and hour of redelivery of the Vessel under, or to the termination of the Charter referred to above, whichever shall first occur.

SPECIAL CONDITIONS

A. The following conditions shall apply to all Vessels insured hereunder.

1. (a) This policy shall respond for payments of general average, salvage, and collision liabilities incurred by the vessel, if covered hereby, even though the amount of such charges or liabilities may exceed the sum insured hereby or the contributory value or limitation of liability value may be greater than the value named herein; provided, however, except as provided in subparagraph (b) hereof, the total amount payable hereunder in respect of all claims arising out of any one occurrence or disaster, for liabilities under the Collision Clause and liabilities for salvage and general average shall not exceed, in the aggregate, double the amount insured on the vessel, plus any expenses of litigation incurred with the written consent of the War Shipping Administration; but (in addition to the foregoing limitation on the aggregate amount payable) in the case of vessels built in 1934 or thereafter neither (a) the amount recoverable in respect of liabilities under the Collision Clause nor (b) the aggregate amount recoverable in respect of salvage and general average shall (in respect of any one occurrence or disaster), exceed 110% of the amount insured, plus the amount of any such expenses of litigation.

(b) It is further agreed that the limits of liability as stated above and sue and labor charges recoverable under this policy shall be increased by the amount, if any, by which the market value of the vessel in sound condition at the time of such collision, casualty or occurrence, plus the vessel's then pending freight, exceeds the insured value hereunder for total-loss purposes; it being understood that the amount of such additional coverage shall be applicable separately to (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, with the full amount open for each.

(c) Nothing contained in this Clause I shall be construed as increasing the amount recoverable in respect of claims for physical loss of or damage to the insured vessel.

2. This insurance shall not be prejudiced by the participation of the Assured in any agreement as to the Waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

3. With respect to the risks and perils insured against hereunder, it is warranted that no insurance in excess of the value hereinafter provided for, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance except as permission to place additional insurance is granted by the Administrator, and then only in accordance with the terms of such permission. *Provided always,* That a breach of this warranty shall not afford the assurers any defense to a claim by mortgages or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk, or general average, salvage or collision liabilities.

4. This insurance shall be subject to the following clauses:

(a) With leave to sail or navigate with or without pilots, to go on trial trips and to assist or tow vessels or craft whether customary or in distress or not, and whether under a pre-arranged contract or not, or be towed, all at no additional premium.

(b) This insurance shall not be subject to any Trading Warranties.

(c) Any notice required by the terms of this policy shall be transmitted by the Assured to the Director of Wartime Insurance as soon as may be reasonably practicable. In transmitting such notice the Assured shall comply with all relevant Security Orders of the War Shipping Administration.

(d) Radio apparatus and equipment and other apparatus or equipment used for the purposes of communication or as aids to navigation or safety devices shall be covered by this insurance and included within the amount insured on the vessel as hereinbefore set forth, even when not owned by the vessel owner, provided the vessel owner has prior to date of loss assumed liability therefor; but the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the vessel owner's liability or the liability to which underwriters would be subject if the property were fully owned by the vessel owner, whichever shall be the lesser.

5. In the event of claims arising from collision between the insured vessel and a sistership, or in the event of claims for salvage services rendered to the insured vessel by a sister-ship the sister-ship salvage clause and the sister-ship collision clause contained in the attached form of policy shall be deemed deleted therefrom in any case where the assured by any charter, or other agreement entered into by the War Shipping Administration and binding upon the Assured, would be bound to waive such claims if the vessels were not sister-ships.

6. This policy is issued pursuant to the obligation assumed by the War Shipping Administration in Schedule A of the Charter Party referred to herein, and shall not be deemed to govern the relationship between the War Shipping Administration and the owner except as to such obligation nor to override any other provisions of the Charter Party.

7. It is agreed that liability for damage to cargo arising under any agreement to which the War Shipping Administration is a party or is bound, for the waiver or adjustment of collision claims, shall be among the liabilities covered by the Collision Clause herein, subject, however, to the same limitations and conditions which apply to other liabili-

ties covered by the same clause. It is further agreed that where, under any such agreement, cargo's liability for General Average is waived, the cargo's proportion of any General Average sacrifices and expenses incurred by the vessel shall be payable under this policy as part of the hull's proportion of General Average, to the extent provided in Special Condition No. 1 hereinabove.

8. As between this Policy and any other policy covering the same or similar risks on the insured Vessel, such other policy shall be deemed primary and this insurance secondary. It is agreed, nevertheless, that any losses which would be payable hereunder in the absence of such other insurance shall be advanced under this Policy if the Assured is unable to collect them under such other policy within 60 days after filing the usual proofs of loss and interest. Thereafter the Assured shall, at the expense and under the direction of the Administrator, take whatever steps the Administrator may deem necessary or advisable for the collection of such loss under such other policy; and the net recovery under such other policy shall be applied, so far as necessary to the reimbursement of the amount advanced by the Administrator.

9. Where, under the terms of the Charter Party, the Administrator has a right to declare and does declare the vessel a constructive total loss as between himself and the Assured, the Assurer shall not be liable for unrepaired damage.

B. This insurance covers only those risks which would be covered by this policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained herein but which are excluded by that warranty (such insurance being subject to the warranties and additional clauses contained in the War Risk Clauses).

C. Said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this policy, is and shall be valued at the amount in accordance with the provisions of the Charter Party, referred to above. Unless deleted or superseded by the Underwriters the following warranty shall be paramount, and shall supersede and nullify any contrary provision of this policy:

F. C. & S. CLAUSE

(1) Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage, or expense caused by or resulting from capture, seizure, arrest, restraint, or detainment, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom.

(2) For the purpose of this warranty the term "consequences of hostilities or warlike operations" shall be deemed to include the following:

(a) Collision caused by failure, in compliance with wartime regulations, of the insured vessel or any vessel with which she is in collision to show the usual full peacetime navigation or anchorage lights.

(b) Stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations.

(c) Stranding caused by the failure of the insured vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime but in which the employment of a pilot is dispensed with in compliance with military, naval or other Governmental orders, or with a view to avoiding imminent enemy attack.

For the purposes of this paragraph (2) any such failure to show lights, or absence of lights, buoys, or similar peacetime aids to navigation, or failure to employ a pilot, shall be presumed to be the cause of the collision or stranding unless the contrary be proved, and stranding shall include sinking consequent upon stranding or contact with any part of the land.

(d) Collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service.

(e) Stranding, collision or contact with any external substances other than water (ice included) as a result of deliberately placing the vessel in jeopardy in compliance with military, naval or other Governmental orders in order to avoid imminent enemy attack, or as an act or measure of war taken in actual process of embarking or disembarking troops or material of war.

(3) The fact that the insured vessel or any vessel with which she is in collision is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to exclude from this policy any claim which is not excluded under the terms of paragraph (2) above.

(4) Where by reason of any of the foregoing provisions damage sustained by the insured vessel in collision would not be payable under this policy, it is understood and agreed that liability of the assured for damage caused in such collision shall not be covered by the Collision Clause in the policy.

(5) It is agreed for the purposes of subdivision (2) (d) above all vessels manned and operated by the Department of the Navy of the United States of America shall be treated as though designed to be employed primarily in armed combat service.

This policy is made and accepted subject to the foregoing stipulations and conditions and to the printed conditions on the following pages which are specially referred to and made part of this policy, it being understood and agreed in the case of any conflict or inconsistency the foregoing shall prevail over those which follow.

In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

IN WITNESS WHEREOF, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator.

Countersigned at Washington, D. C., this ------ day of ----------, 19---.

Beginning the adventure. Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services, and trades whatsoever and wheresoever, under steam, motor power, or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Assurers the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a prearranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by the Assurers, but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise. Including all risks of docking, undocking, changing docks, or moving in harbor and going on or off gridiron or graving dock as often as may be done during the currency of this Policy.

Notice of accident and survey. In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Assurers, where practicable, prior to survey, so that they may appoint their own surveyor if they so desire. *All repairs shall be subject to the approval of the Assurer as to the extent, time and place of repairs and without limiting the foregoing* the Assurers shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with Assurers' requirements being refunded to the Assured) and Assurers shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Assurers may take or may require to be taken tenders for the repair of such damage.

Adventures and perils—Sue and labor. Touching the Adventures and Perils which the Assurers are content to bear and take upon themselves, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and Peoples, of what nation, condition, or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Ship, etc., or any part thereof; excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labor, and travel for, in, and about the Defense, safeguard, and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this insurance, to the Charges whereof the Assurers will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Assurers or Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

Latent defect and negligence. This insurance also specially to cover (subject to the Average Warranty) loss of or damage to hull or machinery directly caused by the following: Accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel; Explosions on Shipboard or elsewhere; Bursting of boilers, breakage of shafts or any latent defect in the machinery or hull (excluding, however, the cost and expense of repairing or renewing the defective part); Contact with Aircraft; Negligence of Master, Charterers, Mariners, Engineers, or Pilots; Provided such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Managers, Masters, Mates, Engineers, Pilots, or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.

Sister-ship salvage. And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascer-

tained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

General average. General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the law and Usages of the Port of New York, *Provided always,* That when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

G. A. and S. Liability. When the contributory value of the Vessel is greater than the valuation herein, the liability of the Assurers for General Average contribution (except in respect to amount made good to the vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and the Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

S., S. C., and S. and L. Liability. In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labor Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable, bears to the value of the salved property: *Provided,* That where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Average warranty. Notwithstanding anything herein contained to the contrary, this Policy is warranted free from Particular Average under 3 percent, or unless amounting to $4,850; but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Assurers shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the Mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers, or on the Yenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

Voyage. The Warranty and conditions as to Average under 3 percent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz: at any time at which the Vessel (1) begins to load cargo or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port. When the Vessel sails in ballast to effect damage repair such sailing shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 percent above referred to, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding policy.

Constructive total loss. No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss, the insured value shall be taken as the required value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Assurers for freight, whether notice of abandonment has been given or not.

Unrepaired damage. In no case shall the Assurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

Full collision—sister-ship collision. And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Owners or Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Assurers will pay the Owners or Charterers such proportion of such sum or sums so paid as the Assurers' subscription hereto bears to the value of the Vessel hereby insured, provided always that their liability in respect of any one such collision shall not exceed their proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, the Assurers will also pay a like proportion of the costs which the Owners or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charters of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owners or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding: *Provided always,* That this clause shall in no case extend to any sum which the Owners or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury: *And provided also,* That in the event of any claim being made by the Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

WAR RISK CLAUSES

It is agreed that this insurance also covers those risks which would be covered by the attached policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained therein but which are excluded by that warranty.

This insurance, insofar as it relates to war risks, is also subject to the following warranties and additional clauses:

The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not, and/or military or naval aircraft and/or other engines of war including missiles from the land, and warlike operations and the enforcement of sanctions by members of the League of Nations, whether before or after declaration of war and whether by a belligerent or otherwise; but excluding arrest, restraint, or detainment under customs or quarantine regulations, and similar arrests, restraints, or detainments not arising from actual or impending hostilities or sanctions.

If the vessels be insured under marine policies which include the risks of pirates, claims arising from piracy shall nevertheless be paid under this policy and the underwriters hereof shall have no right to contribution from the underwriters of such marine policies it being understood that as between the two sets of policies losses due to piracy are payable under marine policies only to the extent that such losses are not collectible under the war risk policies.

The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured. Also warranted not to abandon in case of blockade and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the event of blockade to be at liberty to proceed to an open port and there end the voyage.

Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints, or detainments, of kings, princes or peoples.

Warranted free from any claim arising from capture, seizure, arrests, restraints, detainment, condemnation, preemption, or confiscation by the Government of the United States of America or any State or political

subdivision thereof or any government which is or may become party signatory of the "United Nations Pact", promulgated on or about January 2, 1943.

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions including damage caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage, or expense caused by or resulting from (a) civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, or (b) delay, detention, or loss of use.

Where, as a result of a risk or peril hereby insured against, damage sustained by the insured vessel in collision would be payable under the provisions of this policy, liability of the Assured for damage caused by such collision shall be deemed to be covered hereunder subject to the terms and provisions of the Collision Clause of this policy.

War risk protection and indemnity

Policy No. WPI
Charter No. ---

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

IN CONSIDERATION OF THE STIPULATIONS herein agreed and the terms of the charter referred to above, does insure in accordance with applicable provisions of law _____ _____ Hereinafter called the Assured, in respect to the vessel called _____ _____, in the maximum amount of $175 per gross registered ton, if the insured vessel is a dry cargo or tank vessel completed prior to January 1, 1938; *or* in the maximum amount of $250 per gross registered ton if the vessel does not come within the foregoing description or if it is a fully refrigerated vessel or seatrain: *Provided, however,* That the maximum amount of insurance hereunder with respect to any one accident or occurrence shall be the sound market value of the insured vessel on the date of the accident or occurrence plus her then pending freight, if such sound market value plus pending freight shall exceed $175 per gross registered ton, or $250 per gross registered ton, whichever figure is applicable to the insured vessel at and from _____ to the day and hour of redelivery of the vessel under, or to the termination of, the charter referred to above, whichever shall first occur, subject to the terms and conditions hereinafter set forth against liabilities as hereinafter described,

Loss if any payable to _____

WAR RISK ONLY CLAUSE

The following War Risk only Clauses (Clauses A, B and C) shall be deemed to over-ride P. & I. Clauses (Articles 1 to 25 inclusive) wherever they may be in conflict.

Clause A. This insurance covers only those liabilities which would be covered by this Policy under Articles 1 to 25 inclusive in the absence of the F. C. & S. Clause (Article 25 (d)), but which are excluded by that Clause. The Assurer agrees to indemnify the Assured against loss, damage or expense as aforesaid which the Assured shall become liable to pay and shall pay by reason of the fact that the Assured is the owner, or charterer, or the general or time charter agent or agent or berth-agent or sub-agent of the owner or charterer (mortgagee, trustee, or receiver thereof as the case may be) of the insured vessel.

Clause B. The Assurer shall also indemnify the Assured against losses arising as a result of the Assured's contractual liability, or against costs incurred by the Assured at the direction or in conformity with the wishes of the War Shipping Administration or any other Governmental agency, for repatriation of the crew to a United States port, as required, resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or the consequences of hostilities or warlike operations, whether before or after declaration of war.

Clause C. This Policy is warranted free from any claim arising from capture, seizure, arrests, restraints, detainment, condemnation, preemption, requisition or confiscation by the Government of the United States of America, or any state or political sub-division thereunder, or any Government which is, or may become a party signatory of the "United Nations Pact" promulgated on or about January 2nd, 1942.

"P. AND I. CLAUSES"

(1) *Loss of life, injury and illness.* Liability for life salvage, loss of life of, or personal injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the assured, or in case of his death to his beneficiaries, under any compensation act. Liability hereunder shall also include burial expenses not exceeding $200, were reasonably incurred by the assured for the burial of any seaman. The term "Person" as aforesaid shall include any Person or Persons carried on the insured vessel.

(a) Insurance hereunder, shall cover the liability of the assured for claims under any compensation act (other than hereafter excepted) in respect of employees (i) who are members of the crew of the insured vessel, or (ii) who are placed on board the insured vessel with the intention of becoming a member of her crew, or (iii) who, in the event of the vessel being laid up and out of commission, or engaged in the upkeep, maintenance or watching of the insured vessel, or (iv) who are engaged by the insured vessel or its Master to perform stevedoring work in connection with the vessel's cargo at ports in Alaska and ports outside the Continental United States where contract stevedores are not readily available. This insurance, however, shall not be considered as a qualification under any Compensation Act, but, without diminishing in any way the liability of the Assurer under this policy, the Assured may have in effect policies covering such liabilities. All claims under such Compensation Acts for which the Assurer is liable under the terms of this policy are to be paid without regard to such other policies.

(b) Insurance hereunder shall not cover any liability under the provisions of the Act of Congress approved September 7th, 1916 and as amended, Public Act #267, Sixty-fourth Congress, known as the U. S. Employees Compensation Act.

(c) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

(d) Notwithstanding anything to the contrary contained in Paragraph (20), liability hereunder shall be extended to cover claims of seamen under any Workmen's Compensation Act whether the liability of the Assured for such claims arises under contract or otherwise.

(2) *Repatriation expenses.* Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel: *Provided, however, That the Assurer's liability for repatriation expenses shall be no greater than if the vessel were privately owned by an American Citizen or than if the employer were a private American Shipowner,* and that the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by *reason of* the voluntary termination of the agreement. Wages shall be included in such expenses when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

(3) *Collision.* Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the Four-fourths Collision Clause in the American Institute Hull Form of policy: "And it is further agreed that if the vessel hereby insured shall come into collision with any other ship or vessel and the Assured or the Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the vessel hereby insured. And in cases where the liability of the vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principal of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and a similar structures, consequent on such collision, or in respect of the cargo or engagement of the insured vessel, or for loss of life, or personal injury."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(c) Notwithstanding the foregoing, the Assurer shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Assurer.

(4) *Damage caused otherwise than by collision.* Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(5) *Damage to docks, buoys, etc.* Liability for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(b) Insurance hereunder shall cover all liabilities for said damages that the insured vessel or her owners would have if she were privately owned by an American citizen and irrespective of the ownership of any property the vessel may damage: *Provided, however,* That the rights of the Assurer shall be the same as though the vessel were privately owned.

(6) *Wreck removal.* Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefore: *Provided, however,* That:

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have inured, to the benefit of the Assured;

(b) The Assurer shall not be liable for any costs or expenses which would be covered by full insurance under the American Institute Hull form of policy, 7/1/41 issued by the American Marine Hull Insurance Syndicate.

(c) The Assurer shall not be liable for any costs or expenses for which a private American vessel owner would not be legally liable, or for any costs or expenses from which a private American vessel owner could relieve himself by abandonment of the wreck to the United States Government or by other appropriate action.

(7) *Cargo.* Liability for loss of or damage to or in connection with cargo or other property (except mail or parcels post), including baggage and personal effects of persons other than members of the crew, and not exceeding $100 per person, to be carried, carried or which has been carried on board the insured vessel: *Provided, however,* That no liability shall exist hereunder for:

(a) *Specie, bullion, jewelry, etc.* Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious metals, precious stones, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property.

(b) *Refrigeration.* Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each round voyage and found in all respects fit, and unless the Assurer has approved in writing the form of contract under which such cargo is accepted for transportation;

(c) *Deviation.* Loss, damage or expense arising from any deviation or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefor, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary. Knowledge of the United States Governmental Departments or Agencies, other than the War Shipping Administration, its General or Time Charter Agents or Berth Agents in the continental United States, shall not be considered as knowledge of the Assured in respect to deviation or proposed deviation; furthermore, the Assured shall not be prejudiced in respect to insurance hereunder in event of delay in reporting any deviation to the Assurer due to laws or governmental regulations or practices due to military reasons.

(d) *Stowage in improper spaces.* Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

(e) *Misdescription of goods.* Loss, damage, or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of order bills of lading;

(i) *Freight.* Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured: *And provided further,* That:

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

(k) *Protective clauses required in contract of affreightment.* Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provision of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are generally in use in the particular trade;

(l) *Carriage of goods by Sea Act.* When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

(m) *Limit of $500 per package.* When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and a clause limiting the Assured's liability for total loss or damage to goods shipped to $500 per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Assurer on terms agreed, in writing.

(n) *Oral contract.* In the event cargo is carried under an arrangement not reduced to writing, such cargo shall be deemed to be carried under a charter party, bill of lading, or contract of affreightment incorporating the terms and conditions of the War Shipping Administration uniform bill of lading in the present form as published in Vol. 7, No. 134, p. 5246–5251 of the FEDERAL REGISTER or as modified by the War Shipping Administration;

(o) *Assured's.* Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss of or damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

(p) *Land transportation.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo being transported on land or on another vessel;

(q) *Cargo on dock.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew;

(8) *Fines and penalties.* Liability for fines and penalties for the violation of any laws of the United States, or of any state thereof, or of any foreign country, provided, however, that the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

(9) *Mutiny misconduct.* Liability for expenses incurred in resisting any unfounded claim by the master or crew or other persons employed on board the insured vessel, or in prosecuting such persons or persons in case of mutiny or other misconduct; not including, however, *costs which would not reasonably be incurred by a private American vessel owner under similar circumstances, nor* costs of successfully defending claims elsewhere protected in this policy.

(10) *Quarantine expenses.* Liability for extraordinary expenses, incurred in consequence of the outbreak of plague or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the wages or provisions of crew or passengers; provided, however, that no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine:

(11) *Putting in expenses.* Liability for port charges incurred solely for the purpose of putting in to land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance stores and provisions as the result of the deviation.

(12) *Cargo's Propn. G/A.* Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the same from any other source: *Provided, however,* That if the charter party, bill of lading or contract of afreightment does not contain the negligence general average clause quoted below, the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz:

Negligence G/A Clause. "In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers."

(13) *Expenses and law costs.* Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) If the master of the insured vessel shall be sued by reason of any event which imposes on the Assured a liability against which the Assured is indemnified under this policy, the Assurer will pay the costs and expenses of the defense of such suit subject to the provisions of paragraph (13), and will indemnify the master of such vessel to the same extent as though he were an assured under this policy: *Provided, however,* That the Assurer shall not be liable to indemnify the master in excess of the amount (a) for which the owner of said vessel would have been liable, or to which such owner could have limited liability, if such owner has been sued instead of the master, or (b) for which the Assurer would be liable under this policy had the suit been brought against the owner of the vessel.

(15) Expenses which the Assured may incur under authorization of the Assurer in the interest of the Assurer.

GENERAL CONDITIONS AND LIMITATIONS

(16) *Prompt notice of claim.* In the event of any happening which may result in loss, damage or expense for which the Assurer may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Assurer, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance.

The assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within twelve (12) months after payment by the Assured.

(17) *Time for suit.* In no event shall suit on any claim be maintainable against the Assurer unless commenced within eighteen (18) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

(18) *Settlement of claims.* The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer for settlement of any legal proceedings in respect of any occurrences for which the Assurer is liable under this policy: *Provided, however,* That in respect of any occurrence likely to give rise to a claim under this Policy, the Assured is obligated to and shall take such steps to protect his and the Assurer's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.

(19) *Defense of claims.* Whenever required by the Assurer, the Assured shall aid in securing information and evidence, subject to any governmental limitations as to the confidential character of such information or evidence, and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

(20) *Assumed contractual liability.* Unless otherwise agreed by endorsement hereon, the Assurer's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract: *Provided, however,* That the acceptance by the Assured of towage contract or agreement limiting the liability of towboats or their owners shall not affect the Assured's right of indemnity from the Assurer for any liability, loss, damage or expense covered under this policy.

(21) *Assignment.* No claim or demand against the Assurer shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Assurer without the express consent of the Assurer: *Provided, however,* That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

(22) *Subrogation.* The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.

(23) *Double insurance.* The Assurer shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in Paragraph (1) (a) hereof.

(24) *Limitation of liability.* If and when the Assured under this policy has any interest other than as an owner or bare boat charterer of the insured vessel, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner or bare boat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

(25) Nothwithstanding anything to the contrary contained in this policy, the Assurer shall not be liable for any loss, damage, or expense sustained, directly or indirectly, by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancelment or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the American Institute Hull form of policy, 7/1/44 issued by the America Marine Hull Insurance Syndicate on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice, or expense.

(d) Capture, seizure, arrest, restraint or detainment, or the consequences thereof, or of any attempt thereat, or the consequences of hostilities or war-like operations, whether before or after the declaration of war;

(e) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety; provided, however, that this exception shall not apply to claims covered under paragraph (1) of this policy.

(f) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

IN WITNESS WHEREOF, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Countersigned at Washington, D. C., this ---------- day of ----------, 19-----.

E. S. LAND,
Administrator.

(E.O. 9054, 7 F.R. 837)

September 8, 1944.

[SEAL] E. S. LAND,
Administrator.

[F. R. Doc. 44-13924; Filed Sept. 9, 1944; 10:32 a. m.]

[G.O. 11, Rev. Supp. 8]

PART 302—CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO

TIME CHARTER FOR FOREIGN FLAG TANK VESSELS

Section 302.53 is revised to read:

§ 302.53 *Amended time charter for foreign flag tank vessels "Warshipoiltime (Rev.) Forflag".* The Administrator, War Shipping Administration, adopts the following standard form of addendum for time charters, for such

foreign flag tank vessels as the Administrator in his discretion may determine, heretofore entered into by the United States of America acting by and through the Administrator, to be known as "Warshipoiltime (Rev.) Forflag";

Contract No. ------

Form No. 102 (Rev.) Forflag
9/9/44
Warshipoiltime (Rev.) Forflag

WAR SHIPPING ADMINISTRATION

AMENDED TIME CHARTER FOR TANK VESSELS

WHEREAS, the Owner and the Charterer have heretofore entered into a charter agreement dated as of ----------, 1942, providing for the charter of the Vessel upon the terms and conditions therein set forth, and

WHEREAS, the Charterer has found that in order to facilitate the prosecution of the war and otherwise to benefit the interests of the United States, it is necessary and desirable that the Charter be further amended to the extent provided for by this Addendum,

NOW, THEREFORE, the Charterer and the Owner do mutually agree to amend the Charter effective upon the date hereinafter set forth so that such Charter will be as follows:

AMENDED TIME CHARTER (hereinafter sometimes referred to as the Charter), dated as of ----------, 19----, between

---

Address ----------

OWNER of the SS/MS ----------

(herein called the "Vessel"), and UNITED STATES OF AMERICA, acting by and through the Administrator, War Shipping Administration, CHARTERER, the terms of the Charter being as follows:

PART I (REVISED)

The Vessel's particulars on which the rate of hire and valuation have been based in part by the Administrator are as follows:

DEADWEIGHT capacity, as defined in Clause 5, Part II.

CLASSED ----------

BALE CAPACITY of refrigerated cargo space, as represented by the Owner, exclusive of ship's stores and space installed by or at the expense of Charterer ----------

cubic feet ----------

YEAR BUILT ----------

CLAUSE A. PERIOD OF CHARTER. From the time of delivery to the time of expiration of the voyage current at the end of the emergency proclaimed by the President of the United States on May 27, 1941: *Provided, however,* That either party may sooner terminate this Charter upon not less than thirty (30) days' written or telegraphic notice to the other. In either case, the Vessel shall be redelivered as hereinafter provided.

CLAUSE B. TRADING LIMITS. As and where the Charterer may from time to time determine, subject to normal trading limits for a Vessel of her size, type and description.

CLAUSE C. HIRE. The hire shall be $---------- per calendar month or pro rata for any portion thereof, of which the sum of $---------- per calendar month shall be compensation to the Owner for the use of the Vessel (herein sometimes referred to as the use rate) and the balance shall be compensation to the Owner for services required under the terms of this Charter (herein sometimes referred to as the service rate).

RATE REVISION. At any time, either party may request a redetermination of the rate of charter hire upon thirty (30) days' written or telegraphic notice to the other, but no rate redetermination prior to July 1, 1945 shall involve a change in the use rate factor of the charter hire. If a revised rate is determined and agreed upon within such 30-day period, it shall become effective as of the date specified in the determination and shall continue for the balance of the period of this Charter, subject to further redetermination in accordance with the provisions of this paragraph. If a revised rate is not determined and agreed upon within such a period, then the Owner shall be entitled to receive from the Charterer for the period commencing with the end of such period a fair and reasonable charter hire for the use of the Vessel and the services required under the terms of this Charter, the rate of hire to be not more or less favorable than the compensation that would have been payable if the Vessel were documented under the laws of the United States. Pending a determination of such a fair and reasonable charter hire either by mutual agreement or by judicial determination, the Charterer shall pay to the Owner on account thereof 75 percent of the charter hire payable prior to the end of such 30 day period, from month to month. A change in the rate of charter hire under this paragraph shall not terminate the period of or otherwise modify the provisions of this Charter, and any such change shall be without prejudice to the rights of either party to terminate this Charter as provided in Clause A, PART I.

In the event of such termination by either party, the Charterer may, at its option, defer compliance with any or all of its redelivery obligations hereunder; provided, however, that compliance with such obligations shall not be extended beyond the expiration of the emergency proclaimed by the President of the United States on May 27, 1941.

CLAUSE D. VALUATION. For the period ending noon, e. w. t., April 20, 1945, the agreed valuation of the Vessel for the purposes of this Charter and the insurance provided by the Charterer, is the sum of $----------. For each subsequent twelve (12) month period the valuation, unless otherwise agreed, shall be reduced by ----------.

By mutual agreement the valuation provisions of this Clause may be superseded as of the date of loss or any other mutually agreeable date in the event that the Charterer shall adopt any plan with respect to replacement of vessels which is applicable to this Vessel.

CLAUSE E. PORT OF DELIVERY.

CLAUSE F. TIME AND DATE OF DELIVERY.

CLAUSE G. PORT OF REDELIVERY. Port of delivery, unless otherwise agreed; provided however, that at Owner's option, redelivery shall be made at the U. S. continental port where the Owner maintains its principal operating headquarters.

CLAUSE H. NOTICE OF REDELIVERY. The Charterer shall give not less than thirty (30) days' written or telegraphic notice.

CLAUSE I. UNIFORM TERMS. This Charter consists of this Part I and Part II, conforming to the Amended Time Charter for Foreign Flag Tank Vessels, published in the Federal Register of September, 1944. The provisions of Part II shall be incorporated by reference in and need not be attached to Part I of this Charter, and unless in this Part I otherwise expressly provided, all of the provisions, of Part II shall be part of this Charter as though fully set forth in this Part I.

CLAUSE J. EFFECTIVE DATE OF THIS AMENDED CHARTER. Unless otherwise agreed this Amended Charter (Addendum) shall, conditioned upon the Vessel being in every way fitted for service as required by Clause 1 of Part II, be effective upon completion of discharge of the Vessel in a port in the Continental United States, excluding Alaska, on the voyage current on ----------, 1944, or if the Vessel be in a port in the Continental United States, excluding Alaska, on ---------- ----------, 1944, then effective ---------- ----------, 1944, or if the Vessel has not returned to a port in the Continental United States, excluding Alaska, prior to ---------- ----------, 1944, then effective ----------, 1944 if the Vessel be in any port at that date, otherwise effective upon the Vessel's safe arrival at the Vessel's next port of call.

CLAUSE K. SPECIAL PROVISIONS. (1) With respect to reimbursement of war bonuses by the Charterer under any provisions of this Charter the individual war bonuses paid to the crew (including the Master and officers), shall not be in excess of the same percentage relation to the individual basic wages paid as exist between the individual basic wages and war bonuses paid on an American-flag ship with a like complement in the same service: *Provided,* That in no event shall the war bonuses for each member of the crew exceed those payable to the corresponding individual crew members of an American-flag vessel (including the Master and officers) with a like complement in the same service. If the Owner's arrangement is for the payment of a flat rate of wage per man (including the war bonuses), the Charterer agrees to reimburse the Owner the aggregate amount by which the aggregate flat wages paid by the Owner to the Master, officers or crew of the Vessel during the period of this Charter, exceeds the aggregate wages (excluding the war bonuses) which would have been payable to the Master, officers and crew of an American-flag ship with a like complement in the same service: *Provided,* That in no event shall any aggregate amount so to be reimbursed be in excess of the aggregate of the war bonuses which would have been payable to the Master, officers and crew of an American-flag ship in the same service.

IN WITNESS WHEREOF, the Owner has executed this Charter in quadruplicate the -------- day of --------, 19--, and the Charterer has executed this Charter in quadruplicate the -------- day of --------, 19 --.

By ----------

UNITED STATES OF AMERICA,
By E. S. LAND, *Administrator,*
War Shipping Administration.

By ----------

For the Administrator

As to execution for OWNER.

ATTEST:

---

or if not incorporated

In the presence of:

Witness

and

Witness

Approved as to form:

Assistant General Counsel

I, ----------, certify that I am the duly chosen, qualified, and acting Secretary of ---------- a corporation organized and existing under the laws of the State of ---------- and having its principal place of business at ---------- ---------- a party to this Charter, and, as such, I am the custodian of its official records and the minute books of its governing body; that ----------
who signed this Charter on behalf of said corporation, was then the duly qualified ---------- of said corporation; that said officer affixed his manual signature to said charter in his official capacity as said officer for and on behalf of said corporation by authority and direction of its governing body duly made and taken; that said Charter is within the scope of the corporate and lawful powers of this corporation.

[CORPORATE SEAL]

Secretary

Form No. 102 (Rev.) Forflag
9/9/44
Warshipoiltime (Rev.) Forflag

WAR SHIPPING ADMINISTRATION

UNIFORM TIME CHARTER TERMS AND CONDITIONS FOR TANK VESSELS

(PART II) (REVISED)

CLAUSE 1. The Vessel shall be placed at the disposal of the Charterer at the port of delivery at such safe ready dock, wharf, or place as the Charterer may direct. Any time lost by the Vessel awaiting the availability of such dock, wharf, or place shall count as time on hire. The Vessel on her delivery, as far as due diligence can make her so, shall be ready to receive cargo with pipe lines and pumps in good working condition, and tight, staunch, strong, and in every way fitted for normal service for a Vessel of her size, type and description, with a Master, and a sufficient complement of officers and crew (hereinafter referred to collectively as the crew) for a Vessel of her tonnage, and due diligence shall be exercised by the Owner to maintain her in such state during the currency of this Charter.

The Vessel shall be employed in carrying petroleum or its products in bulk, in lawful trades between safe ports or places, as the Charterer or its agents may direct.

The Vessel may be employed to tow or may be towed, but the Charterer shall indemnify the Owner for any loss, damage, claims or expenses, resulting from any such use of the Vessel.

For the purpose of this Charter the Owner shall be entitled to the benefits of all waivers in the navigation and inspection laws granted by an authorized officer or by law or regulation.

If radio or other equipment is required to enable the Vessel to comply with this Clause and such equipment is leased by the Owner, it shall pay the rental and maintenance charges therefor or, if such charges are paid by the Charterer, such charges may be deducted from the hire.

CLAUSE 2. The whole reach and burthen of the Vessel's holds, decks, and usual places of carriage (but not more than she can reasonably stow and carry), shall be at the Charterer's disposal reserving only space proper and sufficient in the opinion of the Master for Vessel's crew, Master's cabin, tackle, apparel, furniture, provisions, fresh water, stores, and fuel. The Charterer shall have the option of shipping lawful merchandise in cases, cans or other packages in the Vessel's forehold, 'tween decks or other suitable space available, subject, however, to the Master's approval as to kind, character, amount and stowage; and to the extent that the Owner is not required thereby to obtain a certificate of convenience and necessity therefor under the Transportation Act of 1940. All expenses for dunnage, loading, stowing and discharging so incurred shall be paid by the Charterer, but the Owner is not to provide any equipment not already on board for handling such cargo, and such merchandise shall be shipped at the Charterer's risk and peril.

CLAUSE 3A. Commencing with the time this Amended Charter becomes effective, the Charterer shall (except as otherwise expressly provided in this Charter) pay hire for the use of the Vessel and for the services required under the terms of this Charter at the rate provided in Clause C, of Part I of this Amended Charter, and subject to the provisions of said Clause C, such hire, or payments on account as therein provided, shall continue until the time of the redelivery of the Vessel to the Owner as in this Charter provided, unless the parties hereto otherwise agree; provided, however, that if the Vessel shall be an actual total loss, such hire or payments on account shall continue until the time of her loss, if known, or if the date of loss cannot be ascertained, or if the Vessel is unreported, such hire or payments shall continue for one-half the calculated time necessary for the Vessel to proceed from her last known position to the next port of call, but not exceeding 14 days. If the Vessel is a constructive total loss under the terms of any insurance thereon or is declared a constructive total loss by the Charterer under the provisions of Schedule A, such hire or payments shall continue until Noon (EWT) of the day of the last casualty resulting in or causing or contributing to her loss, except as otherwise provided in Clause 30 of this Charter.

CLAUSE 3B. If at the time of redelivery under this Charter, the Vessel shall require repairs of any damage arising from risks insured against or assumed by the Charterer or for which the Charterer is otherwise liable, hire as herein provided shall continue until completion by the Charterer of such repairs and of any work required of the Charterer by Clause 11, Part II; subject to the provisions of Clause C, Part I and Clause 11D, Part II hereof.

CLAUSE 3C. On the first day of each calender month, the hire provided for in this Amended Charter, and all other monies accruing during the preceding month in favor of the Owner, shall be due and payable.

CLAUSE 3D. The Charterer or its agents may advance currency or perform any services, or furnish any supplies or equipment, which are required by the Owner and are for the Owner's account under this Charter, and the Owner, upon being furnished evidence thereof, shall reimburse or secure the Charterer for the fair and reasonable dollar value of any currency so advanced, services so performed, or supplies and equipment so furnished, or at the Charterer's election the equivalent thereof may be deducted from the hire. It is understood that any such advances made or services performed or supplies and equipment furnished by the government of any country as aid to or for the account of the United States shall be deemed currency advanced, services performed, or supplies and equipment furnished by the Charterer.

CLAUSE 4. In the event that the Vessel is detained because of the happening of any event caused or contributed to by another vessel, person, corporation, or others, for which detention such third parties are or may be liable (the period of such detention to include the time necessary to proceed to, survey, and effect repairs unaccomplished upon the date of redelivery of the Vessel under this Charter), then for such period of detention the Charterer's obligation to the Owner for hire and for other sums otherwise accruing hereunder shall cease; provided, however, that the Charterer shall indemnify and save the Owner harmless from any loss whatsoever by reason of the cessation of such obligations, and notwithstanding said cessation shall pay to the Owner a sum not less than the amount which would otherwise be payable to the Owner for such obligations in the same manner and to the same extent as if such cessation had not occurred, but on performance of this indemnity the Charterer shall immediately become subrogated, to the extent of such indemnity, to all rights whatsoever of the Owner to recover for such detention from or against such vessel, person, corporation, or others, and the Charterer shall be entitled to bring and maintain suit or suits thereon in its own name or in the name of the Owner as the Charterer may see fit; provided however, that on the written request of the Charterer, the owner shall in each instance, assert and prosecute such claims in the name of the Owner, but for and on behalf of the Charterer and at the Charterer's expense, such claims to be in a sum not less than the amount of the indemnity paid by the Charterer.

CLAUSE 5A. Insofar as it is a factor in the Vessel's rate and valuation, deadweight capacity is to be established in accordance with normal Summer Freeboard as assigned pursuant to the International Load Line Convention, 1930, and shall be her capacity (in tons of 2240 lbs.) for cargo, fuel, fresh water, spare parts and stores but exclusive of permanent ballast. Deadweight shall be calculated without deduction for weight lost by reason of cargo refrigeration installation heretofore made, if any, and weight added by installation of refrigerated cargo capacity (including offsetting permanent ballast required thereby), arming, degaussing, demagnetizing, or the installation of splinter-protection equipment or because of ice-strengthening, or other extraordinary wartime installation or equipment, including permanent ballast, heretofore or hereafter made or required by the Charterer, or any other agency of the United States.

CLAUSE 5B. In the event that the Vessel's deadweight or bale cubic refrigerated capacity, when finally determined as herein provided, shall not be in accord with the description contained in Part I hereof, the hire and valuation shall be equitably adjusted to be appropriate for the Vessel's deadweight and bale cubic refrigerated capacity. Certificates of deadweight or bale cubic refrigerated capacity, in satisfactory form, heretofore or hereafter furnished by the American Bureau of Shipping shall be accepted as final proof of deadweight capacity and bale cubic refrigerated capacity.

CLAUSE 6. Except as otherwise provided in this Charter: (a) The Owner shall provide and pay for:

(1) Wages of Master and crew;

(2) Subsistence;

(3) Galley, cabin, deck and engine room stores, supplies and equipment (except all water and fuel for any purpose);

(4) Maintenance and repair of Vessel and equipment to the extent required of the Owner under this Charter;

(5) Sales or other taxes based on the foregoing items; and

(6) Owner's overhead expenses.

(b) The Charterer shall provide and pay for all other charges and expenses whatsoever reasonably and properly incurred in the use, operation or employment of the Vessel hereunder.

For the purposes of this Charter:

(1) The term "wages" as used herein shall include all basic and emergency wages, bonuses for seniority or length of service, overtime and vacation allowances, life, health, retirement or other insurance benefits which are not required to be provided or paid for by the Charterer hereunder.

(2) The term "subsistence" shall include the cost, including delivery, loading and inspection charges thereon, of all edibles for consumption by Master and crew, and other persons covered by clause 7C hereof, and shall also include board and room allowances to Master and crew in lieu of subsistence and lodging aboard the Vessel.

(3) The term "galley, cabin, deck and engine room stores, supplies and equipment" shall mean those items referred to under the heading of "(15)" and "(24) Stores, Supplies and Equipment," page 8, of the General Financial Statement of the U. S. Maritime Commission, approved by the Budget Bureau No. 62–RO, 10–42.

(4) The term "maintenance and repair of Vessel and equipment" shall mean the items referred to under the headings "(25) Other Maintenance Expense" and "(40)" and "(49) Repairs," page 8 of said General Financial Statement.

(5) The term "overhead expense" shall include administrative and general expenses as presently itemized in General Order No. 22 of the U. S. Maritime Commission, Owner's advertising expenses, Owner's taxes (except sales and similar taxes, taxes assessed or based upon freights earned, and other taxes of any kind determined by the Charterer to be properly classifiable as voyage expenses), and the cost of employing agents or branch houses to perform any of the services required of the Owner under this Charter.

CLAUSE 7A. The Charterer shall reimburse the Owner for actual out-of-pocket expenses, including all taxes paid by the Owner with respect to such expenses, for:

(1) All war bonuses (war risk compensation) paid to the master and crew (which term as used in this Clause 7 shall refer to the actual crew on board even though in excess of normal complement), in the manner and to the extent provided for in applicable decisions or advices of the Maritime War Emergency Board, as amended or modified from time to time, or in judicial decisions relating thereto.

(2) All extra compensation, including overtime, paid to the crew for services performed by the crew (a) in connection with cargo, at sea or in port (b) in connection with shifting of Vessel in port for Charterer's purposes, or (c) preparatory to loading or discharging or sailing in convoy. If the Vessel operates in the Alaska trade, the Charterer shall also pay the extra crew costs exceeding costs that would have been incurred in similar operations in other ocean-going trades.

(3) All wages and overtime paid to any extra crew members beyond the normal complement of the Vessel, or to other persons carried, who are required to be employed by the Owner because of (a) the Vessel's service under this Charter, (b) the loading or discharging of cargo, or (c) to care for any persons covered by Clause 7C hereof. Extra wages or overtime paid to the normal complement of the Vessel in lieu of employing extra crew members or other persons for the purposes above set forth shall also be reimbursed to the Owner. The term "normal complement" as used in this Charter shall refer to the normal peacetime complement for offshore foreign trading for the average vessel of the same size, type and description as the Vessel chartered hereunder, as determined by the Administrator.

(4) All wages and overtime paid to security watchmen, provided in compliance with any security requirements of any United States or other Government agency, and all overtime or additional wages paid to the crew by reason of compliance with such requirements.

(5) All extra clothing or effects for the Master and crew necessitated by the Vessel's service under this Charter (Charterer to have title to such extra clothing and effects).

CLAUSE 7B. The Charterer shall, to the extent the Owner is not reimbursed under the provisions of Schedule A attached hereto, reimburse the Owner for out-of-pocket expenses or disbursements made on behalf of the Master or crew, or payments made to the Master or crew, for repatriation transportation (including return to port of shipment), and for wages and subsistence while awaiting and during such transportation, where such expenses, disbursements, or payments are assumed by the terms of the Ship's Articles, the Owner's collective bargaining agreements or found by the Owner to be reasonably necessary or desirable. The Owner shall also be reimbursed for the cost reasonably incurred in furnishing men to replace members of the crew whose employment has terminated at ports in Alaska or outside the Continental United States, where suitable replacements are not readily available.

CLAUSE 7C. The Charterer shall pay the Owner at the rate of $1.50 per day per person (not in excess of fifty (50) persons) for providing subsistence aboard the Vessel for any person carried at the request of the Charterer or any agency of the United States or the military authorities of any Allied Government, or any extra crew members beyond the Vessel's normal complement required because of the Vessel's service under this Charter, and $1.50 per day per person for providing subsistence aboard the Vessel for any extra complement thereby required. If a total of more than 50 extra persons referred to in this Clause 7C are carried on the Vessel at any one time, the Owner shall be reimbursed for his actual costs for subsistence of the number in excess of 50, unless subsistence rates or schedules applicable to such excess number have been agreed upon between the Owner and the Charterer, in which event such rates or schedules shall govern. The term "subsistence" as used in this subsection shall include victualling, supplying with linens, bedding, laundry, and similar services, but the Owner shall not be obliged to furnish linens and bedding for such extra persons in excess of 50, unless otherwise agreed.

CLAUSE 8A. The Charterer may disallow in whole or in part, as may be appropriate, and deny reimbursement for any expenses for which it is required to reimburse the Owner which are in contravention of the terms of this Charter, or are otherwise improvident or excessive.

CLAUSE 8B. The Charterer shall reimburse the Owner for any additional extraordinary costs incurred which the Charterer, in its discretion, may allow upon finding that such costs are not intended to be covered in the allowance for services hereunder. In the event the Vessel is assigned by the Charterer for service between foreign ports, the Charterer shall make such adjustment, if any, as it deems appropriate to allow for increased cost of operation.

CLAUSE 8C. In the event the Vessel is physically incapable of working for a period in excess of twenty (20) days while in a Continental United States port (excluding Alaska) or for a period of thirty (30) days while in Alaska or outside the Continental United States, the charter hire otherwise payable hereunder shall be reduced for the excess period by an amount equal to twenty (20) per cent of the service rate, plus eighty (80) per cent of the actual savings in wages for Master and crew during the entire period of lay-up. The Owner shall furnish reports of wage savings as soon as practicable after the termination of each month of such lay-up.

CLAUSE 9. The Charterer shall provide necessary dunnage and shifting boards, also any extra fittings and materials requite for a special trade or for the carriage of livestock or other unusual cargo, but the Owner shall allow the Charterer the use of any dunnage and shifting boards and fittings and materials already aboard the Vessel. The Charterer shall have the privilege of using shifting boards for dunnage. Upon redelivery of the Vessel, the Charterer shall make good any damage to or shortage of shifting boards, fittings or materials which are on board at delivery.

CLAUSE 10. The Charterer shall pay for all fuel on board upon delivery, and the Owner shall pay for all fuel on board on redelivery not in excess of Owner's normal requirements, at market prices current at the ports and times of delivery and redelivery, respectively.

CLAUSE 11A. The Charterer or any agency of the United States may, at the expense of the Charterer or such agency and on the Charterer's time, install any equipment, gear or armament, and may make any alterations or additions to the Vessel. Such equipment, gear or armament so installed are to be considered Charterer's property and are to be maintained at Charterer's expense. Such work shall be done so as not to affect the seaworthiness of the Vessel or the safety of the crew, and as not to be incontravention of any applicable law of the United States or regulation made pursuant thereto. The Charterer shall, before redelivery and at its expense and on its time, remove any equipment, gear and armament installed by or at the request of the Charterer or any agency of the United States and restore the Vessel to her condition prior to any such installations, alterations, additions or changes, whether such installations, alterations, additions or changes were made under this Charter or prior to delivery under this Charter, except as may be otherwise provided herein.

CLAUSE 11B. Commencing with the time this Amended Charter becomes effective, the Charterer shall pay the full actual cost of providing and maintaining all equipment and installations on the Vessel, beyond normal peace-time standards, then or thereafter set forth in sub-chapter O of Chapter I of the Regulations of the United States Coast Guard (Title 46, U.S.C.R.) or in other wartime regulations of any agency of the United States, except that if and so long as the Vessel remains under time charter, the Owner shall provide and pay for renewals, replacements and repairs to lifeboat equipment and for minor repairs to lifeboats not belonging to the Owner, unless any such renewals, replacements or repairs are caused by subsequent increases and changes in wartime Governmental requirements. *Provided, however,* That if the Owner has not entered into a form of addendum to the original time charter covering this Vessel designated as "Uniform Addendum To Time Charter Covering Adjustments of Certain Disputed Questions" and has not entered into a special agreement as and if contemplated in Paragraph Fourth of said addendum, then the obligations of the Charterer under this Clause 11B shall be limited to items hereafter required and shall not cover items heretofore required as aforesaid. All such equipment and installations installed in or relating to lifeboats belonging to the Owner shall be the property of the Owner and all other equipment or installations shall belong to the Charterer and shall be considered as equipment installed or as alterations or additions made by the Charterer pursuant to Clause 11A of the Charter.

The payments provided for in this paragraph shall be made in the same manner and shall not exceed in amount those payable to like American-flag vessels operating under similar Warshiptime (Rev.) or Warshipoiltime (Rev.) charters containing a clause substantially the same as the foregoing provisions of this paragraph.

CLAUSE 11C. Any equipment, furniture, furnishings or appliances belonging to the Vessel and not required by the Charterer may be removed by the Charterer, at the Charterer's expense, and, upon termination of the Charter, unless the Vessel has been lost or requisitioned for title, any such removals are to be replaced on board the Vessel or made good by the Charterer at its expense. Storage charges arising from such removal shall be paid for by the Charterer.

CLAUSE 11D. If, at the time of redelivery under this Charter, the Vessel shall require any work or repairs of any damage arising from risks insured against or assumed by the Charterer, or for which the Charterer is otherwise liable under this Clause, Clause 11A or any other Clause hereunder, the Charterer may, at its option, discharge such obligations by payment to the Owner in advance, of an amount for reconditioning sufficient to provide for such work or repairs, which amount shall also include compensation at the rate

of hire that would otherwise have been payable under this Charter, for the time reasonably required under then existing conditions to complete such work or repairs and compensation for other expenses incident to such work or repairs. If the Owner and Charterer agree such obligations may be discharged by a mutually satisfactory agreement.

CLAUSE 12. The Owner agrees at its expense to drydock the Vessel for the purpose of cleaning and painting her bottom, when necessary, but not less than once in every nine (9) months unless the Charterer otherwise agrees, and, when drydocking is due, the Charterer agrees to send the Vessel to a port where she can so drydock, clean and paint. The Owner undertakes to put the Vessel in drydock for cleaning and painting the bottom as soon thereafter as the Vessel is at the Owner's disposal, clear of oil and gas, at the port having suitable accommodations for the purpose. The Owner is always and solely responsible for clearing the Vessel of oil and gas but the expense and time thereof shall be for Charterer's account. The expenses incidental to sending the Vessel to drydock for painting her bottom and all port charges incurred therein shall be for the Owner's account.

Except as otherwise provided herein the expense of clearing the Vessel of oil and gas as well as all other expenses incidental to sending the Vessel to drydock or repair yard and all port charges incurred therein shall be:

(1) For Owner's account when required primarily for Owner's repairs, or

(2) For Charterer's account when required primarily for Charterer's repairs, or

(3) For account of both Owner and Charterer when repairs under (1) and (2) above are carried out concurrently and such expense shall be apportioned in accordance with normal commercial practice.

CLAUSE 13. The Charterer shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, and the Master, to the extent permitted by governmental orders or directions, shall keep a full and correct log of the voyage or voyages, which shall be patent to the Charterer or its agents, and furnish the Charterer or its agents, when required and to the extent permitted by governmental orders or directions, with a true copy of port and daily logs, showing the course of the Vessel, the distance run and the consumption of fuel.

CLAUSE 14. Subject always to the directions of the Charterer the Master shall prosecute his voyages with the utmost dispatch and shall render all customary assistance with Ship's crew and boats; and shall use due diligence in caring for the cargo. The Master (although employed by the Owner) shall be under the orders and directions of the Charterer as regards employment, agency and prosecution of the voyages. Bills of lading are, if requested by the Charterer, to be signed by the Master in the form and at any rate of freight that Charterer or its agents may direct, without prejudice to this Charter. The Charterer hereby agrees to indemnify the Owner against all consequences or liabilities that may arise from the Charterer or its agents (including the Master) signing bills of lading or other documents inconsistent with this Charter, or from any irregularities in papers supplied by the Charterer or its agents.

CLAUSE 15. Cargo may be laden or discharged in any dock or at any wharf or place that the Charterer or its agents may direct, provided that the Vessel can proceed thereto, lie at, and depart therefrom always safely aflcat.

CLAUSE 16. Neither the Owner nor the Vessel shall be responsible for any admixture, if more than one quality of oil is shipped nor for leakage, contamination or deterioration in quality of the cargo. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped, it being understood that gasoline, Ethyl gasoline, benzol, creosote, molasses, and the various vegetable oils, customarily carried in tank vessels, are not to be considered as injurious. Charterer undertakes in case it employs the Vessel to carry any other cargo than petroleum and its products in bulk to indemnify the Owner against any damage that may arise to such cargo owing to the Vessel having previously loaded oil, or to oil after having loaded other cargo. If the Vessel's tanks at the time of delivery are gas free and clean and fit for the transportation of clean products, such as refined petroleum or naphtha, the Vessel is to be redelivered in the same condition as on delivery. Similarly, if her tanks are soiled at the time of delivery the Vessel may be redelivered with tanks in like condition.

CLAUSE 17. No petroleum product shall be shipped which fails to meet one or the other of the two following requirements: (1) The vapor pressure at one-hundred degrees Fahrenheit (100° F.) shall not exceed thirteen pounds (13 lbs.) as determined by the A. S. T. M. Method (Reid Method) identified as D–323 current at the time shipment is made. (2) The distillation loss shall not exceed four per cent (4%) and the sum of the distillation loss and the distillate collected in the receiving graduate shall not exceed ten per cent (10%) when the thermometer reads one-hundred twenty-two degrees Fahrenheit (122° F.). Note—The distillation test shall be made by A. S. T. M. Method identified as D–86 current at the time shipment is made. When products other than naphtha or gasoline are tested, the distillation loss may be determined by distilling not less than twenty-five per cent (25%) and deducting from one-hundred per cent (100%) the sum of the volumes of the distillate and the residue in the flask (cooled to a temperature of sixty degrees Fahrenheit (60° F.)).

CLAUSE 18. All bills of lading issued hereunder shall contain, directly or by reference, substantially the following clauses:

(i) *Cause Paramount.* "This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent but no further."

(ii) *Both-To-Blame Collision Clause.* "If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or noncarrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or noncarrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other or noncarrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact."

(iii) *General average clause.* "General average shall be adjusted, stated, and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees, or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money, and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if, any, shall be paid in United States money."

(iv) *Amended "Jason" clause.* "In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the carrier is not responsible by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the salving ship or ships belong to strangers."

(v) *Liberties clauses.* "In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgement of the carrier or master is likely to give rise to risk of capture, seizure, detention, damages, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to commence or proceed on or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the carrier may before loading or before the commencement of the voyage, require the shipper or other person entitled thereto to take delivery of the goods at port of shipment and upon their failure to do so, may warehouse the goods at the risk and expense of the goods; or the carrier or master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may discharge the goods into depot, lazaretto, craft or other place; or the ship may proceed or return, directly or indirectly, to or stop at any such port or place whatsoever as the master or the carrier may consider safe or advisable under the circumstances, and discharge the goods, or any part thereof, at any such port or place; or the carrier or the master may retain the cargo on board until the return trip or until such time as the carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided; or the carrier or the master may discharge and forward the goods by any means at the risk and expense of the goods. The carrier or the master is not required to give notice of discharge of the goods or the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their own risk and expense; such dis-

charge shall constitute complete delivery and performance under this contract and the carrier shall be freed from any further responsibility. For any service rendered to the goods as herein provided the carrier shall be entitled to a reasonable extra compensation.

"The carrier, master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

"In addition to all other liberties herein the carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances the goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the owner or consignee thereof and shall be a lien on the goods."

This Charter shall also be subject to the provisions of (ii), (iii) and (iv) of this Clause 18.

CLAUSE 19. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter, arising or resulting from: Any act, neglect, default or barratry of the Master, pilots, mariners or other servants of the Owner, in the navigation or management of the Vessel; fire, unless caused by the personal design or neglect of the Owner; collision, stranding, or peril, danger or accident of the sea or other navigable waters; saving or attempting to save life or property; wastage in weight or bulk, or any other loss or damage arising from inherent defect, quality or vice of the cargo; any act or omission of the Charterer, the owner, shipper or consignee of the cargo, their agents or representatives; insufficiency of packing; insufficiency or inadequacy of marks; explosions, bursting of boilers, breakage of shafts, or any latent defects in hull, equipment or machinery; unseaworthiness of the Vessel unless caused by want of due diligence on the part of the Owner to make the Vessel seaworthy or to have her properly manned, equipped and supplied; or from any other cause of whatsoever kind arising without the actual fault of privity of the Owner. And neither the Vessel, her Master or Owner, nor the Charterer shall, unless otherwise in this Charter expressly provided, be responsible for any loss or damage or delay or failure in performing under this Charter arising or resulting from: Act of God; act of war; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers of people, or seizure under legal process; strike or lock-out or stoppage or restraint of labor from whatever cause, either partial or general; or riot or civil commotion. The Vessel shall have liberty to sail with or without pilots, to tow or to be towed, to go to the assistance of vessels in distress and to deviate for the purpose of saving life or property or of landing any ill or injured person on board. No exemption afforded to the Charterer under this Clause shall diminish its obligations for hire under the other provisions of this Charter.

CLAUSE 20. The Insurance, Indemnity and Waiver program set forth in Schedule A annexed is hereby incorporated by reference in and made a part of this Charter as though fully set forth in this Clause.

CLAUSE 21. All salvage moneys earned by the Vessel shall be divided equally between the Owner and the Charterer, after deducting the Master and crew's shares, legal expenses, hire of the Vessel during time lost, value of fuel consumed, repairs of damage, if any, and any other extraordinary loss or expense sustained as a result of the service, which shall always be a first charge on such moneys: *Provided, however,* That to the extent necessary to effectuate the purposes of the Insurance, Indemnity and Waiver Program (Schedule A), claims for salvage on behalf of the Owner shall be made solely at the discretion of the Charterer.

CLAUSE 22. If the Charterer shall notify the Owner that the employment or the continued employment of the Master or any member of the crew or any agent of the Owner is prejudicial to the interests of the United States in the prosecuting of the war, the Owner shall make any changes necessary in the appointment.

If the Charterer shall have reason to be dissatisfied with the conduct of any member of the crew, the Owner shall, on receiving particulars of the complaint, investigate and make any changes practicable in the appointments or practices aboard the Vessel with respect to the maintenance of proper discipline, necessary to eliminate the reasons for such dissatisfaction by the Charterer.

CLAUSE 23. Any provisions of this Charter to the contrary notwithstanding, the Owner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owner of vessels by any statute or rule of law for the time being in force. Nothing herein shall be deemed to affect the Charterer's right of limitation or exemption from liability accorded under the provisions of Section 4 of Public Law 17, 78th Congress.

CLAUSE 24. Nothing herein stated is to be construed as a demise of the Vessel to the Charterer.

CLAUSE 25. Liability for nonperformance of this Charter shall be proved damages.

CLAUSE 26. The Charterer shall have the option of subletting or assigning this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

CLAUSE 27. The Charterer shall have a lien on the Vessel for all moneys paid in advance and not earned.

CLAUSE 28. The Master and the Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destinations, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, and if by reason of or in compliance with any such orders or directions anything is done or is not done, such shall not be deemed a deviation or breach of orders or neglect of duty by the Master or the Vessel: *Provided, however,* That whenever any such orders or directions given otherwise than by the Government of the United States or its representative are contrary to sailing directions or other orders of the Charterer as to the employment of the Vessel, the Master shall, if practicable, apply to the Charterer or its agents or to a representative of the United States for consent or advice and shall not comply with such orders or directions unless such consent or advice to comply is first obtained: *Provided further, however,* That if it is impracticable in any case to act in accordance with the foregoing proviso, the Master's decision as to compliance with any such orders or directions shall be made with due regard to the interests of all concerned, including the Charterer, the owner, and the Vessel, her crew and cargo.

CLAUSE 29. If after redelivery the Vessel is arrested or attached upon any cause of action arising or alleged to have arisen from previous possessions or operation of the Vessel by the Charterer, or any subcharterer, or for which the Charterer is liable, the Charterer undertakes to use its best efforts to cause the release of the Vessel under the Suits in Admiralty Act or any other special remedy available to the Charterer, subject to the approval of the Attorney General of the United States.

CLAUSE 30. The Charterer shall reimburse the Owner for all expenses for wages, bonuses and subsistence of the Master and crew and other out-of-pocket costs incurred by the Owner subsequent to the date of and arising from an actual or constructive total loss of the Vessel to the extent not recovered or reimbursed under any insurance on the Vessel, or under this Charter or otherwise. If the extent of the damage or injury is not sufficient to entitle the Owner to collect for an actual or constructive total loss under the provisions of any insurance on the Vessel in the absence of a declaration by the Charterer, then in addition to reimbursement of expenses as aforesaid, the Owner shall be entitled: (a) to charter hire at the rate of 3½ per cent per annum on the then current valuation of the Vessel commencing with the date when charter hire would otherwise terminate and ending four months thereafter or on the date of such declaration, whichever date is earlier; and (b) if the Vessel is declared a constructive total loss more than four months after the date charter hire would otherwise terminate, then to charter hire in an amount equal to the use rate payable under Part I from the end of such four months until the date of such declaration.

CLAUSE 31. The Administrator (Charterer), acting pursuant to delegation of authority by the War Contracts Price Adjustment Board to the Administrator by instrument dated February 26, 1944, having found that this Agreement is in the nature of a lease contract and that the profits of the use rate and agreed valuation (if any) hereunder can now be determined with reasonable certainly, that such use rate and agreed valuation (if any) are not in excess of just compensation to which the Owner is or may be entitled, and that the provisions of this Charter with respect thereto adequately prevent excessive profits, the said use rate and agreed valuation (if any) are hereby exempted from the provisions of the Renegotiation Act, pursuant to subsection (i) (4) of the said Act. Nothing in this Clause 31 shall be construed as an admission by the Owners that the items exempted from renegotiation as aforesaid would be subject to the Renegotiation Act in the absence of the foregoing provisions. The service rate under this Charter shall be subject to renegotiation in accordance with the provisions of said Act, and with respect thereto this Charter shall be deemed to contain all the provisions required by subsection (b) of said Act, with the expressed understanding and agreement that the aggregate of the amount received or accrued to the Owner on account of the service rate under this and all other WARSHIPTIME or WARSHIPOILTIME Charters containing similar renegotiation provisions shall be treated as a unit for the purpose of such renegotiation. There shall be inserted in each subcontract, subject to the Renegotiation Act and involving an estimated amount of more than $100,000, a clause reciting in substance that such subcontract shall be deemed to contain all the provisions required by the Renegotiation Act. This Clause 31 shall be applicable only from the effective date of this Amended Charter.

Nothing in this Clause 31 shall be construed as an admission or agreement by the Owner as to the applicability of the Renegotiation Act to this Charter for the period prior to the effective date of this Amended Charter or to any charter hire or other sums accruing prior to the effective date of this Amended Charter: *Provided, however,* That all rights, if any, which the Administrator may have to renegotiate any charter hire or other sums accruing prior to the effective date of this Amended Charter are hereby reserved by the Administrator.

CLAUSE 32A. No member of or delegate to Congress or Resident Commissioner is or shall be admitted to any share or part of this Charter or to any benefit that may arise therefrom, except to the extent allowed by Title 18 U. S. Code, Section 206. The Owner agrees not to employ any member of or delegate to Congress or Resident Commissioner, either with or without compensation, as an attorney, agent, officer or director.

CLAUSE 32B. The Owner shall not employ any person who advocates, or who is a member of an organization that advocates, the overthrow of the government of the United States by force or violence, to perform any work under this Charter. As a condition to the employment of any person for the performance of such work, the Owner shall, if the Charterer so directs, require each person to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 678, 77th Congress, or Public Law No. 23, 77th Congress, but the execution and filing of such affidavit shall be without prejudice to the right of the Charterer to require such further evidence in the premises as may be in the possession of the Owner as the Charterer may deem desirable.

CLAUSE 32C. The Owner agrees that in performing the work required of it by this Charter, it will not discriminate against any worker because of race, creed, color, or national origin.

CLAUSE 32D. The Owner shall not employ any person undergoing sentence of imprisonment at hard labor.

CLAUSE 32E. The Owner warrants that it has not employed any person to solicit or secure this Charter upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Charterer the right to annul this Charter or, in its discretion, to deduct from any sums payable under this Charter the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Owner upon agreements or sales secured or made through bona fide established commercial or selling agencies maintained by the Owner for the purpose of securing business.

CLAUSE 33. Failure of the Master or Owner to protest against any act or omission of the Charterer, or any other agency of the United States, including any act, omission or order which in the opinion of the Master may affect the Vessel's seaworthiness or may be in contravention of the laws or regulations of the United States shall not prejudice the rights of the Owner under this Charter.

CLAUSE 34. Unless otherwise provided in this Charter or mutually agreed upon, all payments, notices and communications from the Charterer to the Owner, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Owner at the address provided in Part I, and all payments, notices and communications from the Owner to the Charterer, pursuant to the terms of or in connection with this Charter, shall be made or addressed to the Charterer at its offices in Washington, District of Columbia.

CLAUSE 35A. In the event that this form of time charter is modified by the Charterer at any time prior to October 1, 1944 the Owner shall, at its option, have the benefit of any such modifications, subject to the assumption by the Owner, at the request of the Charterer, of any obligations imposed in conjunction with such modifications. Said option shall be exercised within such reasonable time as the Charterer may prescribe, and, upon such exercise, the modifications shall become effective as of the date of this Charter. In the event of non-exercise by the Owner of said option, this Charter shall remain in full force and effect in accordance with its original terms.

CLAUSE 35B. This Charter may be amended, modified or terminated at any time by mutual agreement between the parties hereto.

CLAUSE 36. This Charter consists of this Part II and of Part I which incorporates this Part II therein by reference. In the event of conflict between the provisions of this Part II and those of Part I, the provisions of Part I shall govern to the extent of such conflict.

SCHEDULE A (FORFLAG)—INSURANCE INDEMNITY AND WAIVER PROGRAM

I. INSURANCE

(A) Unless otherwise mutually arranged, at all times during the currency of this Charter the Charterer shall provide and pay for or assume as insurer:

(1) Insurance on the Vessel under the terms and conditions of the full form of standard hull war risk policy of the War Shipping Administration, (designated as Warshipreq (FOR.), a copy of which is attached hereto) in the amount of the agreed value under this Charter, and covering only war risks (including malicious damage, sabotage, strikes, riots, and civil commotion.)

It is specially agreed, however:

(a) That the Owner, at its own expense except as provided in subparagraph (b) below will insure the Vessel with the American Marine Hull Insurance Syndicate in an amount to be determined by the Owner, and under the conditions of AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) which insurance shall include the interest of War Shipping Administration as Charterer.

(b) That the Charterer will reimburse the Owner for premiums paid on insurance taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to subparagraph (a) above. *Provided, however,* Such reimbursement shall not exceed the amount of premiums payable on the value set forth in the Charter on the attachment of said insurance and at the time any further annual premium is due and payable. In consideration of such reimbursement, any recapture or profits from said Syndicate shall accrue to the sole benefit of the Charterer, and any return of premiums under the insurance procured by the Owner shall, to the extent that they represent premiums originally reimbursed by the Charterer, be repayable to the Charterer.

(c) That the Owner (at its option and expense) may procure excess insurance, including liability insurance, (without benefit of salvage, subrogation or right of contribution) above the limits of the insurance so procured, but such insurance shall not be on terms inconsistent with the provisions of this Charter or with the provisions of the insurance provided for above.

(d) That the insurance procured by the Owner pursuant to subparagraph (a) hereof as well as any additional insurance procured by the Owner pursuant to subparagraph (c) hereof, and any amount of self-insurance carried by the Owner in excess of the limits of the insurance procured pursuant to subparagraph (a) hereof, shall be subject to the provisions of Clause II of this Schedule A. In consideration of the foregoing, the Charterer hereby insures the Owner against any claim by the United States for damage to property or vessels of the United States or for loss of freight, demurrage or other claims covered by the collision clause in the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943) policy, arising out of collision with the Vessel.

(e) That in the event of cancellation or termination of the insurance referred to in subparagraph (a) above (except for nonpayment of premium), or upon thirty (30) days written notice from Charterer to the Owner, the Vessel shall thereafter be insured for marine risks by the Charterer under the terms and conditions of the full form of standard hull policy of the War Shipping Administration (designated as Warshipreq (FOR.) for the amount of the agreed value under this Charter.

(f) The Charterer hereby insures the Owner for payments of (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, not recoverable under the insurance on the Vessel taken out by the Owner with the American Marine Hull Insurance Syndicate pursuant to sub-paragraph (a) above solely by reason of the insured valuation of said policies being insufficient to provide complete indemnity to the vessel Owner in respect of the liabilities specifically referred to in this sub-paragraph (f), and not recoverable under insurance arranged pursuant to sub-paragraph (c) above. *Provided, however,* That the liability of the Charterer under this subparagraph (f), in respect of any one such class of liabilities, shall be limited for any one collision, casualty or occurrence to the amount, if any, by which the market value of the Vessel in sound condition at the date of such collision, casualty or occurrence, plus the Vessel's then pending freight, exceeds the insured value of the Vessel for total loss purposes under the insurance taken out by the Owner pursuant to subparagraph (a) above; it being understood that the amount of the Charterer's liability hereunder, if any, shall be applicable separately to each of the foregoing three classes of liabilities, with the full amount open for each.

(g) Without limiting the liability of the Charterer as insurer under this Charter, all repairs to the Vessel coming within the terms of the insurance assumed by the Charterer or procured by the Owner pursuant to this Schedule A shall be subject to the approval of the Charterer as to the extent, time and place of repairs. All repairs shall be carried out under the supervision of the Owner.

(h) In the event the Vessel is covered by a mortgage or lien held by any department or instrumentality of the United States, then any sum or sums payable by virtue of the provisions of this Clause I of Schedule A shall be payable for distribution to such department or instrumentality and/or the persons entitled thereto as their interests may appear.

(2) All insurance which the Owner may be obligated to provide, covering the crew with respect to loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations, and loss of or damage to personal effects. Unless otherwise directed by the Charterer, the Owner shall agree with the crew to provide the war risk insurance covering such items afforded by the Decisions of the Maritime War Emergency Board (as amended or modified from time to time) and the marine risk insurance covering such items afforded by the Second Seamen's War Risk Policy (published in the Federal Register of March 20, 1943, as Decision 1A of the Maritime War Emergency Board), as amended from time to time, and such Decisions and Policy shall be the measure and limit of the Charterer's liability under this Clause. The Owner shall give effect to the foregoing by inserting the following language, or such other language as the Char-

terer may from time to time direct, in the form of a rider or otherwise, in the Ship's Articles or other contract of employment on all voyages of the Vessel under this Charter:

"It is agreed that the Master, Officers, and Members of the Crew shall be furnished the war risk insurance protection covering loss of life, disability (including dismemberment and loss of function), detention, repatriation and similar situations and loss of or damage to personal effects, required by the Decisions of the Maritime War Emergency Board, as amended or modified from time to time, and the marine risk insurance afforded by the Second Seamen's War Risk Policy, as amended from time to time."

(3) War risk protection and indemnity insurance under the terms and conditions of the standard WAR RISK PROTECTION AND INDEMNITY policy prescribed by the War Shipping Administration, a copy of which is attached hereto, for the benefit of the Owner and the Charterer, as their interests may appear.

It is specially agreed, however,

(a) That the Owner, unless otherwise agreed, shall procure marine protection and indemnity insurance under the terms and conditions of the WARTIMEPANDI Policy (Requisitioned Vessels 1943) from an American Protection and Indemnity Underwriter approved by the Charterer which issues said form of policy, which insurance shall include the interests of the Charterer and its Time Charter Agents under Service Agreements, Berth Agents and Sub-Agents acting on their behalf. The Charterer shall reimburse the Owner for all premiums paid on such insurance in consideration of which any readjustment of premiums and any return premium shall be for account of the Charterer.

(b) That to the extent that cargo claims are recoverable under said insurance or are reimbursable to the Owner under the terms of this Charter, the Charterer, and its duly authorized Agents are authorized by the Owner to attend to the adjustment and settlement of or otherwise dispose of cargo claims in such manner (not inconsistent with the terms of said Protection and Indemnity Insurance) as may be determined by the Charterer.

(c) That in the event of cancellation (except for nonpayment of premium) of the insurance referred to in subparagraph (a) above by the Protection and Indemnity Underwriters, or upon thirty days' written notice from the Charterer to the Owner of its intention to terminate such insurance, the Charterer will then provide and pay for or assume as insurer, identical marine protection and indemnity insurance for the benefit of the Owner and the Charterer and the Charterer's Agents as their interests may appear.

(d) That the Charterer assumes as insurer any liability of the Owner or the Charterer on account of loss, damage or expense in respect of lend lease cargo or cargo owned by the United States or any agency or department thereof, including but not limited to the War Department, Navy Department, Metal Reserves Company, Rubber Reserves Company, Defense Supplies Corporation, Reconstruction Finance Corporation or Foreign Economic Administration, which would be recoverable under the WARTIMEPANDI Policy (Requisitioned Vessels 1943) in the absence of the specific exclusion relating thereto, therein.

(e) That the Charterer hereby insures the Owner for excess protection and indemnity liabilities on said Vessel on terms and conditions identical to that provided by WARTIMEPANDI Policy (Requisitioned Vessels 1943) to the extent that said WARTIMEPANDI Policy (by reason of the insured amounts in said policy) does not provide the Owner with complete protection and indemnity: *Provided, however,* That the liability of the Charterer under this subparagraph (e) in respect of any one accident or occurrence shall be limited to the amount, if any, by which the market value of the vessel in sound condition at the date of such accident or occurrence plus the vessel's then pending freight exceeds the insured amounts in said WARTIMEPANDI Policy.

(f) That the Owner (at its option and expense) may procure additional insurance in excess of the limits of the insurance procured or provided pursuant to subparagraphs (a) and (e) hereof, but such insurance shall not be on terms inconsistent with the provisions of this Charter.

(g) That the Charterer shall reimburse the Owner for all claims paid by the Owner and not recoverable pursuant to the provisions of the standard WAR RISK PROTECTION AND INDEMNITY Policy, and WARTIMEPANDI Policy (Requisitioned Vessels 1943) referred to above, solely by reason of deductible average, franchise or other similar deductions appearing in such policies.

(h) That the Charterer hereby insures the Owner for marine and war risk insurance against all carrier's liabilities with respect to cargo to be carried, carried, or which has been carried on board the Vessel directly incurred in consequence of the operation of the Vessel and not covered by the standard protection and indemnity insurance provided or procured pursuant to this paragraph (3), including, but not limited to, liability for deviation or overcarriage, liability for drydocking with cargo on board the Vessel, liability under ad valorem Bills of Lading, and liability for carrying on deck, cargo covered by under deck Bills of Lading.

(4) Marine and war risk insurance covering the Owner's actual loss (or in the case of slop chests, the actual loss of the owner thereof) as determined by the Charterer, for (i) slop chests, (ii) cash carried on board the Vessel but not in excess of $5,000 unless otherwise agreed, and (iii) consumable stores. "Consumable Stores" within the meaning of this paragraph (4) shall mean all consumable and subsistence stores (but not radio supplies, spares, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

(B) (a) If the Charterer elects to insure with commercial underwriters any of the risks assumed or insured against by it pursuant to this Schedule A, the Owner agrees, if so instructed by the Charterer, to file with such underwriters, on behalf of the Charterer, reports, declarations, claims and the customary insurance documents, it being understood that except to the extent of any payment to the Owner by the underwriters such action on the part of the Owner shall in no way affect the Charterer's direct liability to the Owner with respect to risks assumed or insured against by the Charterer under this Charter.

(b) As soon as practicable after attachment of this insurance, the Owner shall furnish to the Charterer a statement of all unrepaired damage known to the Owner existing at the time of attachment of this insurance, together with a report of all casualties known to the Owner which may have given rise to damage subsequent to the last drydocking in a U. S. Continental Port. Upon the request of the Charterer, the Owner shall also furnish to the Charterer copies of, or at Charterer's option permit it to inspect, all deck and engine room logs, if available, and all surveys made at or subsequent to the last drydocking of the Vessel in a U. S. Continental Port.

(c) In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

(d) Insurance heretofore provided by the Charterer under this Charter shall terminate upon the attachment of this insurance; provided, however, that claims for unrepaired damage under said prior insurance shall not be due and payable until the repairs are effected or if not so effected, until the termination of this insurance, but in no case shall the Charterer, as Charterer or insurer, be liable for such unrepaired damage in addition to a subsequent total or constructive total loss under this insurance or Charter.

(e) General average adjusters shall be appointed by the Owner, from a list of adjusters satisfactory to the Charterer, and shall attend to the settlement and collection of the general average, subject to customary charges. If the Vessel should put into a port of distress or be under average, she is to be consigned to the Charterer's agents who shall be entitled to receive the usual charges and commissions.

II. WAIVERS

(a) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any vessel (1) owned by the United States, or (2) under charter to the United States on terms which would make the United States liable as Charterer, insurer or otherwise for such claims or (3) under charter to the United States and insured under the terms of the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943).

(b) The Owner shall and does hereby waive all claims for general average, salvage, collision or demurrage against any other vessel owned by or under charter to any Government, and against any cargo carried on any such vessel or on any vessel described in subparagraph (a) above, to the extent such waiver may be required by the Charterer in any specific case or cases in order to give effect to any agreement for mutual or reciprocal waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

(c) The waivers provided in this Clause II of Schedule A shall be effective only as to claims relating to the Vessel and arising out of her use or operation under this Charter, and such waivers shall not relieve the Charterer of any liability it may have to the Owner under the terms of this Charter.

(d) The Owner shall and does hereby waive any claim against any ship repairer, based on negligence or otherwise, arising out of repair or custody of the Vessel during the period of this Charter, to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the repairer: *Provided, however,* That such waiver shall not preclude recovery by the Owner against the repairer for amounts less than the customary contractural limit of $300,000 on the repairer's liability, nor for any claim by the Owner for proper replacement of defective workmanship or material in connection with any repairs which are for the Owner's account under the terms of this Charter.

(e) The Owner shall and does hereby waive any claim for loss of or damage to the vessel against any stevedore to the extent that such claim, if not waived, would ultimately be borne by the United States under contract or insurance arrangement between the United States and the stevedore, except with respect to claims which the Owner cannot recover under the provisions of Clause I, (A), (1) (a) of this Schedule A, by reason of the franchise in the insurance provided pursuant to said Clause.

III. INDEMNITY AND INSURANCE

(a) The Charterer shall insure the Owner for and against any loss or damage suffered, or liabilities, incurred, by the Owner for which claim is waived under the provisions of Clause II of this Schedule A (except claims

for salvage in excess of actual cost in connection therewith), and which is not recovered by the Owner under any other provision of this Charter: *Provided, however,* That this indemnity shall not entitle the Owner to recover for loss or damage to the Vessel in an aggregate sum in excess of the agreed valuation: *And provided further,* That this indemnity shall not entitle the Owner to recover for any period of detention or loss of use of the Vessel an aggregate sum in excess of the amount which would be payable to the Owner under the other terms of this Charter for such period.

(b) The Charterer shall reimburse, indemnify, and hold harmless the Owner, the Master and the Vessel for or from all consequences, losses and liabilities whatsoever directly resulting from compliance with or efforts to comply with any orders or directions of the Charterer, its agents, representatives or employees, or any other agency of the United States or of any allied government, or orders or directions given as provided in Clause 28 of this Charter, unless properly chargeable to the Owners under this Charter or Schedule, or recoverable under (or within the franchise of) any of the insurance procured pursuant to the terms of this Schedule A. The Owner shall, as far as may be practicable, keep the Charterer currently informed in writing as to any oral orders (involving substantial delay, expense or risk to the Vessel or her cargo) not promptly confirmed in writing by the person giving such orders.

(c) The Charterer hereby assumes and indemnifies the Owner for any loss or liability, if not covered by the terms and conditions of any of the insurances provided for in this Schedule A, arising out of performance of services under any towage or pilotage contract customarily in use in the trades in which the Charterer uses the Vessel or which is specially agreed to by the Owner upon request or instructions of the Charterer.

IV. CONSTRUCTIVE TOTAL LOSS DECLARATION BY CHARTERER

If the Charterer finds, in case of casualty or serious damage or injury to the Vessel during the period of this Charter, not constituting an actual or constructive total loss under the insurance provided in this Schedule A, that the continuation of the Charter is inadvisable because of the probable high cost of repairs or indefinite loss of use of the Vessel then the Charterer nonetheless shall have the option of declaring her a constructive total loss by so notifying the Owner in writing as soon as practicable after the occurrence causing such damage or injury. In the event of such a declaration by the Charterer, the Charterer as insurer, shall forthwith pay or cause to be paid to the Owner an amount to be determined in accordance with the valuation provisions of this Charter as though the Vessel were an actual total loss. *Provided, however,* If the Vessel is in fact a constructive total loss within the terms of the insurance provided by the Owner pursuant to this Schedule A, no such payment shall be made by or on behalf of the Charterer, or if the Owner shall have elected to recover for the estimated cost of repairing the damage to the Vessel under the terms and conditions of American Hull Form Revised (Requisitioned Vessels 1943) the amount payable by the Charterer to the Owner shall be reduced by the amount payable under such insurance. If the Owner does not so elect or shall not have so elected within ninety (90) days of declaration of a constructive total loss by the Charterer then the Charterer shall be subrogated to all of the rights of the Owner under such insurance. Against any such payments received by the Owner from the Charterer or the Owner's assurer, as the case may be, the Owner will, if the Charterer elects to take title, give such releases and instruments granting the Vessel or the property of her remaining to the Charterer as the Charterer may require and that are not inconsistent with the terms and conditions of the AMERICAN HULL FORM REVISED (Requisitioned Vessels 1943).

V. ATTACHMENT OF INSURANCE

This Schedule shall be effective, and the insurance to be provided by the Charterer hereunder shall attach simultaneously with the effective date and time of this Amended Charter (Addendum) to which it is affixed; *Provided, however,* If the Vessel be then at sea the insurance provided by the Charterer shall not attach until Vessel's next arrival in safe port.

WARSHIPREQ (FOR.) POLICY

UNITED STATES OF AMERICA
WAR SHIPPING ADMINISTRATION

Charter Number _____ No. H. _____
Date _____

BY THIS POLICY OF INSURANCE DOES, in accordance with applicable provisions of law and subject to all limitations thereof, make insurance and cause to be insured, lost or not lost:

_____

ON THE STEAMER (or Motor Vessel) called the _____ (or by whatsoever name or names the said Vessel is or shall be called), under charter to the War Shipping Administration pursuant to Charter Number _____.

Loss, if any, payable to the person entitled thereto, or order.

IN A SUM as provided for in the Charter Party referred to above.

AT AND FROM _____ to the day and hour of redelivery of the Vessel under, or to the termination of, the Charter referred to above, whichever shall first occur.

SPECIAL CONDITIONS

A. THE FOLLOWING CONDITIONS SHALL APPLY TO ALL VESSELS INSURED HEREUNDER:

1. (a) This policy shall respond for payments of general average, salvage, and collision liabilities incurred by the vessel, if covered hereby, even though the amount of such charges or liabilities may exceed the sum insured hereby or the contributory value or limitation of liability value may be greater than the value named herein: *Provided, however,* Except as provided in subparagraph (b) hereof, the total amount payable hereunder in respect of all claims arising out of any one occurrence or disaster, for liabilities under the Collision Clause and liabilities for salvage and general average shall not exceed, in the aggregate, double the amount insured on the vessel, plus any expenses of litigation incurred with the written consent of the War Shipping Administration; but (in addition to the foregoing limitation on the aggregate amount payable) in the case of vessels built in 1934 or thereafter neither (a) the amount recoverable in respect of liabilities under the Collision Clause nor (b) the aggregate amount recoverable in respect of salvage and general average shall (in respect of any one occurrence or disaster), exceed 110% of the amount insured, plus the amount of any such expenses of litigation.

(b) It is further agreed that the limits of liability as stated above and sue and labor charges recoverable under this policy shall be increased by the amount, if any, by which the market value of the vessel in sound condition at the time of such collision, casualty or occurrence, plus the vessel's then pending freight, exceeds the insured value hereunder for total loss purposes; it being understood that the amount of such additional coverage shall be applicable separately to (a) sue and labor charges, (b) general average and salvage, and (c) collision liabilities, with the full amount open for each.

(c) Nothing contained in this Clause I shall be construed as increasing the amount recoverable in respect of claims for physical loss of or damage to the insured vessel.

2. This insurance shall not be prejudiced by the participation of the Assured in any agreement as to the Waiver of claims entered into by the United States on behalf of vessels owned by or under charter to it.

3. With respect to the risks and perils insured against hereunder, it is warranted that no insurance in excess of the value hereinafter provided for, whether for hull, machinery, disbursements, or other similar interests however described, exists or will be placed during the currency of this insurance except as permission to place additional insurance is granted by the Administrator, and then only in accordance with the terms of such permission. *Provided always,* That a breach of this warranty shall not afford the assurers any defense to a claim by mortgages or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk, or general average, salvage or collision liabilities.

4. This insurance shall be subject to the following clauses: (a) With leave to sail or navigate with or without pilots, to go on trial trips and to assist or tow vessels or craft whether customary or in distress or not, and whether under a pre-arranged contract or not, or be towed, all at no additional premium.

(b) This insurance shall not be subject to any Trading Warranties.

(c) Any notice required by the terms of this policy shall be transmitted by the Assured to the Director of Wartime Insurance as soon as may be reasonably practicable. In transmitting such notice the Assured shall comply with all relevant Security Orders of the War Shipping Administration.

(d) Radio apparatus and equipment and other apparatus or equipment used for the purposes of communication or as aids to navigation or safety devices shall be covered by this insurance and included within the amount insured on the vessel as hereinbefore set forth, even when not owned by the vessel owner, provided the vessel owner has prior to date of loss assumed liability therefor; but the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the vessel owner's liability or the liability to which underwriters would be subject if the property were fully owned by the vessel owner, whichever shall be the lesser.

5. In the event of claims arising from collision between the insured vessel and a sister-ship, or in the event of claims for salvage services rendered to the insured vessel by a sister-ship the sister-ship salvage clause and the sister-ship collision clause contained in the attached form of policy shall be deemed deleted therefrom in any case where the assured by any charter, or other agreement entered into by the War Shipping Administration and binding upon the Assured, would be bound to waive such claims if the vessels were not sister-ships.

6. This policy is issued pursuant to the obligation assumed by the War Shipping Administration in Schedule A of the Charter Party referred to herein, and shall not be deemed to govern the relationship between the War Shipping Administration and the owner except as to such obligation nor to override any other provisions of the Charter Party.

7. It is agreed that liability for damage to cargo arising under any agreement to which the War Shipping Administration is a party or is bound, for the waiver or adjustment of collision claims, shall be among the liabilities covered by the Collision Clause

herein, subject, however, to the same limitations and conditions which apply to other liabilities covered by the same clause. It is further agreed that where, under any such agreement, cargo's liability for General Average is waived, the cargo's proportion of any General Average sacrifices and expenses incurred by the vessel shall be payable under this policy as part of the hull's proportion of General Average, to the extent provided in Special Condition No. 1 hereinabove.

8. As between this Policy and any other policy covering the same or similar risks on the insured Vessel, such other policy shall be deemed primary and this insurance secondary. It is agreed, nevertheless, that any losses which would be payable hereunder in the absence of such other insurance shall be advanced under this Policy if the Assured is unable to collect them under such other policy within 60 days after filing the usual proofs of loss and interest. Thereafter the Assured shall, at the expense and under the direction of the Administrator, take whatever steps the Administrator may deem necessary or advisable for the collection of such loss under such other policy; and the net recovery under such other policy shall be applied, so far as necessary to the reimbursement by the amount advanced by the Administrator.

9. Where, under the terms of the Charter Party, the Administrator has a right to declare and does declare the vessel a constructive total loss as between himself and the Assured, the Assurer shall not be liable for unrepaired damage.

B. This insurance covers only those risks which would be covered by this policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained herein but which are excluded by that warranty (such insurance being subject to the warranties and additional clauses contained in the War Risk Clauses).

C. Said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this policy, is and shall be valued at the amount in accordance with the provisions of the Charter Party, referred to above. Unless deleted or superseded by the Underwriters the following warranty shall be paramount, and shall supersede and nullify any contrary provision of the policy:

F. C. & S. CLAUSE

(1) Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage, or expense caused by or resulting from capture, seizure, arrest, restraint, or detainment, or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom.

(2) For the purpose of this warranty the term "consequences of hostilities or warlike operations" shall be deemed to include the following:

(a) Collision caused by failure, in compliance with wartime regulations, of the insured vessel or any vessel with which she is in collision to show the usual full peacetime navigation or anchorage lights.

(b) Stranding caused by the absence of lights, buoys, or similar peacetime aids to navigation consequent upon wartime regulations.

(c) Stranding caused by the failure of the insured vessel to employ a pilot in waters where a pilot would ordinarily be employed in peacetime but in which the employment of a pilot is dispensed with in compliance with military, naval or other Governmental orders, or with a view to avoiding imminent enemy attack. For the purposes of this Paragraph (2) any such failure to show lights, or absence of lights, buoys, or similar peacetime aids to navigation, or failure to employ a pilot, shall be presumed to be the cause of the collision or stranding unless the contrary be proved, and stranding shall include sinking consequent upon stranding or contact with any part of the land.

(d) Collision with another vessel in the same convoy or collision with any military or naval vessel, that is to say, a vessel manned by and under the control of military or naval personnel and designed to be employed primarily in armed combat service.

(e) Stranding, collision or contact with any external substances other than water (ice included) as a result of deliberately placing the vessel in jeopardy in compliance with military, naval or other Governmental orders in order to avoid imminent enemy attack, or as an act or measure of war taken in actual process of embarking or disembarking troops or material of war.

(3) The fact that the insured vessel or any vessel with which she is in collision is carrying troops or military or other supplies, or is proceeding to or from a war base, or is manned or operated by military or naval personnel, shall not alone be sufficient to exclude from this policy any claim which is not excluded under the terms of Paragraph (2) above.

(4) Where by reason of any of the foregoing provisions damage sustained by the insured vessel in collision would not be payable under this policy, it is understood and agreed that liability of the assured for damage caused in such collision shall not be covered by the Collision Clause in the Policy.

(5) It is agreed for the purposes of subdivision (2) (d) above all vessels manned and operated by the Department of the Navy of the United States of America shall be treated as though designed to be employed primarily in armed combat service.

This policy is made and accepted subject to the foregoing stipulations and conditions and to the printed conditions on the following pages which are specially referred to and made part of this policy, it being understood and agreed in the case of any conflict or inconsistency the foregoing shall prevail over those which follow.

In no case shall the insurance herein provided for cover loss or damage incurred prior to the attachment of this insurance.

IN WITNESS WHEREOF, the War Shipping Administration has caused this Policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Administrator

Countersigned at Washington, D. C. this _____ day of _____, 19____.

Beginning the adventure. Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as employment may offer, in port and at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services, and trades whatsoever and wheresoever, under steam, motor power, or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Assurers, the Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a prearranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by the Assurers, but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers, and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise. Including all risks of docking, undocking, changing docks, or moving in harbor and going on or off gridiron or graving dock as often as may be done during the currency of this Policy.

Notice of accident and survey. In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Assurers, where practicable, prior to survey, so that they may appoint their own surveyor if they so desire. All repairs shall be subject to the approval of the Assurer as to the extent, time and place of repairs and without limiting the foregoing the Assurers shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with Assurers' requirements being refunded to the Assured) and Assurers shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Assurers may take or may require to be taken tenders for the repair of such damage.

Adventures and perils—sue and labor. Touching the Adventures and Perils which the Assurers are content to bear and take upon themselves, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints, and Detainments of all Kings, Princes, and Peoples, of what nation, condition, or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Ship, etc., or any part thereof; excepting, however, such of the foregoing perils as may be excluded by provisions elsewhere in the policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labor, and travel for, in, and about the Defense, safeguard, and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this insurance, to the Charges whereof the Assurers will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Assurers or Assured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

Latent defect and negligence. This insurance also specially to cover (subject to the Average Warranty) loss of or damage to hull or machinery directly caused by the following: Accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel; Explosions on Shipboard or elsewhere; Bursting of boilers, breakage of shafts or any latent defect in the machinery or hull (excluding, however, the cost and expense of repairing or renewing the defective part); Contact with Aircraft; Negligence of Master, Charterers, Mariners, Engineers, or Pilots: *Provided* Such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Managers, Masters, Mates, Engineers, Pilots, or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.

Sister-ship salvage. And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

General average. General Average, Salvage, and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the law and Usages of the Port of New York, *Provided always,* That when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same.

G. A. and S. liability. When the contributory value of the Vessel is greater than the valuation herein, the liability of the Assurers for General Average contribution (except in respect to amount made good to the vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which the Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and the Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

S., S. C., and S. and L. liability. In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labor Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable, bears to the value of the salved property. *Provided,* That where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Average warranty. Notwithstanding anything herein contained to the contrary, this Policy is warranted free from Particular Average under 3 percent, or unless amounting to $4,850; but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, the Assurers shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred, even if no damage be found.

Grounding in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above a line drawn from the North Basin, Buenos Aires, to the Mouth of the San Pedro River) or its tributaries, or in the Danube or Demerara Rivers, or on the Yenikale Bar, shall not be deemed to be a stranding.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the Average be Particular or General.

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

Voyage. The Warranty and conditions as to Average under 3 percent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz: at any time at which the Vessel (1) begins to load cargo or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port. When the Vessel sails in ballast to effect damage repair such sailing shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 percent above referred to, Particular Average occurring outside the period covered by this Policy may be added to Particular Average occurring within such period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding policy.

Constructive total loss. No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value.

In ascertaining whether the Vessel is a Constructive Total Loss, the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

In the event of Total or Constructive Total Loss, no claim to be made by the Assurers for freight, whether notice of abandonment has been given or not.

Unrepaired damage. In no case shall the Assurers be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

Full Collision—Sister-ship collision. And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Owners or Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the Assurers will pay the Owners or Charterers such proportion of such sum or sums so paid as the Assurers' subscription hereto bears to the value of the Vessel hereby insured, *Provided always,* That their liability in respect of any one such collision shall not exceed their proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, the Assurers will also pay a like proportion of the costs which the Owners or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Owners or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels; and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. *Provided always,* That this clause shall in no case extend to any sum which the Owners or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers for injury to harbors, wharves, piers, stages, and similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury. *And provided also,* That in the event of any claim being made by the Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

WAR RISK CLAUSES

It is agreed that this insurance also covers those risks which would be covered by the attached policy (including the Collision Clause) in the absence of the F. C. & S. Warranty contained therein but which are excluded by that warranty.

This insurance, insofar as it relates to war risks, is also subject to the following warranties and additonal clauses:

The Adventures and Perils Clause shall be construed as including the risks of piracy, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, floating and/or stationary mines and/or torpedoes whether derelict or not, and/or military or naval aircraft and/or other engines of war including missiles from the land, and warlike operations and the enforcement of sanctions by members of the League of Nations, whether before or after declaration of war and whether by a belligerent or otherwise; but excluding arrest, restraint, or detainment under customs or quarantine regulations, and similar arrests, restraints, or detainments not arising from actual or impending hostilities or sanctions.

If the vessels be insured under marine policies which include the risks of pirates, claims arising from piracy shall nevertheless be paid under this policy and the underwriters hereof shall have no right to contribution from the underwriters of such marine policies it being understood that as between the two sets of policies losses due to piracy are payable under marine policies only to the extent that such losses are not collectible under the war risk policies.

The Franchise warranty in the attached policy is waived and average shall be payable irrespective of percentage and without deduction of new for old. The provisions of the attached policy with respect to constructive total loss shall apply only to claims arising from physical damage to the insured vessel.

Warranted free of any claim for delay or demurrage and warranted not to abandon in case of capture, seizure, or detention, until after condemnation of the property insured. Also warranted not to abandon in case of blockade and free from any claims for loss or expense in consequence of blockade or of any attempt to evade blockade; but in the

event of blockade to be at liberty to proceed to an open port and there end the voyage.

Warranted free of any claim based upon loss of or frustration of the insured voyage or adventure caused by arrests, restraints, or detainments, of kings, princes or peoples.

Warranted free from any claim arising from capture, seizure, arrests, restraints, detainment, condemnation, preemption, or confiscation by the Government of the United States of America or any State or political subdivision thereof or any government which is or may become party signatory of the "United Nations Pact", promulgated on or about January 2, 1943.

This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions including damage caused by persons acting maliciously, but this paragraph shall not be construed to include or cover any loss, damage, or expense caused by or resulting from (a) civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, or (b) delay, detention or loss of use.

Where, as a result of a risk or peril hereby insured against, damage sustained by the insured vessel in collision would be payable under the provisions of this policy, liability of the Assured for damage caused by such collision shall be deemed to be covered hereunder subject to the terms and provisions of the Collision Clause of this policy.

War risk protection and indemnity
Policy No. WPI
Charter No. _____

UNITED STATES OF AMERICA

WAR SHIPPING ADMINISTRATION

IN CONSIDERATION OF THE STIPULATIONS herein agreed and the terms of the charter referred to above, does insure in accordance with applicable provisions of law _____ hereinafter called the Assured, in respect to the vessel called _____, in the maximum amount of $175 per gross registered ton; if the insured vessel is a dry cargo or tank vessel completed prior to January 1, 1938; *or* in the maximum amount of $250 per gross registered ton if the vessel does not come within the foregoing description or if it is a fully refrigerated vessel or seatrain: *Provided, however,* That the maximum amount of insurance hereunder with respect to any one accident or occurrence shall be the sound market value of the insured vessel on the date of the accident or occurrence plus her then pending freight, if such sound market value plus pending freight shall exceed $175 per gross registered ton, or $250 per gross registered ton, whichever figure is applicable to the insured vessel at and from _____ to the day and hour of redelivery of the vessel under, or to the termination of, the charter referred to above, whichever shall first occur, subject to the terms and conditions hereinafter set forth against liabilities as hereinafter described. Loss if any payable to _____.

WAR RISK ONLY CLAUSES

The following War Risk only Clauses (Clauses A, B, and C) shall be deemed to over-ride P. & I. Clauses (Articles 1 to 25 inclusive) wherever they may be in conflict.

CLAUSE A. This insurance covers only those liabilities which would be covered by this Policy under Articles 1 to 25 inclusive in the absence of the F. C. & S. Clause (Article 25 (d)), but which are excluded by that Clause. The Assurer agrees to indemnify the Assured against loss, damage or expense as aforesaid which the Assured shall become liable to pay and shall pay by reason of the fact that the Assured is the owner, or charterer, or the general or time charter agent or agent or berth-agent or sub-agent of the owner or charterer (mortgagee, trustee, or receiver thereof as the case may be) of the insured vessel.

CLAUSE B. The Assurer shall also indemnify the Assured against losses arising as a result of the Assured's contractual liability, or against costs incurred by the Assured at the direction or in conformity with the wishes of the War Shipping Administration or any other Governmental agency, for repatriation of the crew to a United States port, as required, resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or the consequences of hostilities or warlike operations, whether before or after declaration of war.

CLAUSE C. This Policy is warranted free from any claim arising from capture, seizure, arrests, restraints, detainment, condemnation, preemption, requisition or confiscation by the Government of the United States of America, or any State or political sub-division thereunder, or any Government which is, or may become a party signatory of the "United Nations Pact" promulgated on or about January 2nd, 1942.

"P. AND I. CLAUSES"

(1) *Loss of life, injury and illness.* Liability for life salvage, loss of life of, or personal injury to, or illness of, any person, not including, however, unless otherwise agreed by endorsement hereon, liability to an employee (other than a seaman) of the assured, or in case of his death to his beneficiaries, under any compensation act. Liability hereunder shall also include burial expenses not exceeding $200, where reasonably incurred by the assured for the burial of any seaman. The term Person as aforesaid shall include any Person or Persons carried on the insured vessel.

(a) Insurance hereunder, shall cover the liability of the assured for claims under any compensation act (other than hereafter excepted) in respect of employees (i) who are members of the crew of the insured vessel, or (ii) who are placed on board the insured vessel with the intention of becoming a member of her crew, or (iii) who, in the event of the vessel being laid up and out of commission, or engaged in the upkeep, maintenance or watching of the insured vessel, or (iv) who are engaged by the insured vessel or its Master to perform stevedoring work in connection with the vessel's cargo at ports in Alaska and ports outside the Continental United States where contract stevedores are not readily available. This insurance, however, shall not be considered as a qualification under any Compensation Act, but, without diminishing in any way the liability of the Assurer under this policy, the Assured may have in effect policies covering such liabilities. All claims under such Compensation Acts for which the Assurer is liable under the terms of this policy are to be paid without regard to such other policies.

(b) Insurance hereunder shall not cover any liability under the provisions of the Act of Congress approved September 7th, 1916, and as amended, Public Act No. 267, Sixty Fourth Congress, known as the U. S. Employees Compensation Act.

(c) Insurance hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Assured of the cargo on dock or wharf, or on craft alongside for loading, and shall continue until due delivery thereof from dock or wharf of discharge or until discharge from the insured vessel on to a craft alongside.

(d) Notwithstanding anything to the contrary contained in Paragraph (20), liability hereunder shall be extended to cover claims of seamen under any Workmen's Compensation Act whether the liability of the Assured for such claims arises under contract or otherwise.

(2) *Repatriation expenses.* Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel; *Provided, however,* That the Assurer's liability for repatriation expenses shall be no greater than if the vessel were privately owned by an American Citizen or than if the employer were a private American Shipowner, and that the Assured shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by reason of the voluntary termination of the agreement. Wages shall be included in such expenses when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

(3) *Collision.* Liability for loss or damage arising from collision of the insured vessel with another ship or vessel insofar as such liability is excluded from the liabilities insured under the Four-fourths Collision Clause in the American Institute Hull Form of policy: "And it is further agreed that if the vessel hereby insured shall come into collision with any other ship or vessel and the Assured or the Charterers in consequence thereof or the Surety for either or both of them in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the vessel hereby insured. And in cases where the liability of the vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principal of Cross-Liabilities as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and a similar structure, consequent on such collision, or in respect of the cargo or engagement of the insured vessel, or for loss of life, or personal injury."

Provided, however, That insurance hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of or the detention or loss of time of the insured vessel.

(a) Claims hereunder shall be settled on the principles of Cross-Liabilities to the same extent only as provided in the four-fourths Collision Clause above mentioned.

(b) Claims hereunder shall be separated among the several classes enumerated in this policy and each class shall be subject to the special conditions applicable in respect to such class.

(c) Notwithstanding the foregoing, the Assurer shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled, or adjusted without the written consent of the Assurer.

(4) *Damage caused otherwise than by collision.* Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(5) *Damage to docks, buoys, etc.* Liability for damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable or to any fixed or movable object or property whatsoever, except another vessel or craft or property on another vessel or craft or on the insured vessel unless elsewhere covered herein.

(a) Where there would be a valid claim hereunder but for the fact that the damaged property belongs to the Assured, the Assurers shall be liable as if such damaged property belonged to another, but only for the excess over any amount recoverable under any other insurance applicable on the property.

(b) Insurance hereunder shall cover all liabilities for said damages that the insured vessel or her owners would have if she were privately owned by an American citizen and irrespective of the ownership of any property the vessel may damage: *Provided, however,* That the rights of the Assurer shall be the same as though the vessel were privately owned.

(6) *Wreck removal.* Liability for costs or expenses of or incidental to the removal of the wreck of the insured vessel if legally liable therefor: *Provided, however,* That:

(a) From such costs and expenses shall be deducted the value of any salvage from or which might have been recovered from the wreck inuring, or which might have inured, to the benefit of the Assured;

(b) The Assurer shall not be liable for any costs or expenses which would be covered by full insurance under the American Institute Hull form of policy, 7/1/41 issued by the American Marine Hull Insurance Syndicate;

(c) The Assurer shall not be liable for any costs or expenses for which a private American vessel owner would not be legally liable, or for any costs or expenses from which a private American vessel owner could relieve himself by abandonment of the wreck to the United States Government or by other appropriate action.

(7) *Cargo.* Liability for loss of or damage to or in connection with cargo or other property (except mail or parcel post), including baggage and personal effects of persons other than members of the crew, and not exceeding $100 per person, to be carried, carried, or which has been carried on board the insured vessel: *Provided, however,* That no liability shall exist hereunder for:

(a) *Specie, bullion, jewelry, etc.* Loss, damage or expense incurred in connection with the custody, carriage or delivery of specie, bullion, precious metals, precious stones, jewelry, silks, furs, banknotes, bonds or other negotiable documents, or similar valuable property.

(b) *Refrigeration.* Loss, damage or expense arising out of or in connection with the care, custody, carriage or delivery of cargo requiring refrigeration, unless the spaces, apparatus, and means used for the care, custody and carriage thereof have been surveyed by a classification or other competent disinterested surveyor under working conditions before the commencement of each *round* voyage and found in all respects fit, and unless the Assurer has approved in writing the form of contract under which such cargo is accepted for transportation;

(c) *Deviation.* Loss, damage or expense arising from any deviation or proposed deviation, not authorized by the contract of affreightment, known to the Assured in time to insure specifically the liability therefore, unless notice thereof is given to the Assurer and the Assurer agrees, in writing, that such insurance is unnecessary. Knowledge of the United States Governmental Departments or Agencies, other than the War Shipping Administration, its General or Time Charter Agents or Berth Agents in the continental United States, shall not be considered as knowledge of the Assured in respect to deviation or proposed deviation; furthermore, the Assured shall not be prejudiced in respect to insurance hereunder in event of delay in reporting any deviation to the Assurer due to laws or governmental regulations or practices due to military reasons.

(d) *Stowage in improper spaces.* Loss, damage or expense arising with respect to under deck cargo stowed on deck or with respect to cargo stowed in spaces not suitable for its carriage, unless the Assured shall show that every reasonable precaution has been taken by him to prevent such improper stowage;

(e) *Misdescription of goods.* Loss, damage, or expense arising out of or as a result of the issuance of bills of lading which, to the knowledge of the Assured, improperly described the goods or their containers as to condition or quantity;

(f) Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;

(g) Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;

(h) Loss, damage or expense arising from delivery of cargo without surrender of *order* bills of lading;

(i) *Freight.* Freight on cargo short-delivered, whether or not prepaid or whether or not included in the claim and paid by the Assured: *And provided further,* That:

(j) Liability hereunder shall in no event exceed that which would be imposed by law in the absence of contract;

(k) *Protective clauses required in contract of affreightment.* Liability hereunder shall be limited to such as would exist if the charter party, bill of lading, or contract of affreightment contained (i) a negligence general average clause in the form hereinafter specified under paragraph (12); (ii) a clause providing that any provisions of the charter party, bill of lading, or contract of affreightment to the contrary notwithstanding, the Assured and the insured vessel shall have the benefit of all limitations of and exemptions from liability accorded to the owner or chartered owner of vessels by any statute or rule of law for the time being in force; (iii) such clauses, if any, as are required by law to be stated therein; (iv) and such other protective clauses as are *generally* in use in the particular trade;

(l) *Carriage of Goods by Sea Act.* When cargo carried by the insured vessel is under a bill of lading or similar document of title subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as is imposed by said Act or law, and if the Assured or the insured vessel assumes any greater liability or obligation, either in respect of the valuation of the cargo or in any other respect, then the minimum liabilities and obligations imposed by said Act or law, such greater liability or obligation shall not be covered hereunder;

(m) *Limit of $500 per package.* When cargo carried by the insured vessel is under a charter party, bill of lading, or contract of affreightment not subject or made subject to the Carriage of Goods by Sea Act of the United States or a law of any other country of similar import, liability hereunder shall be limited to such as would exist if said charter party, bill of lading, or contract of affreightment contained a clause exempting the Assured and the insured vessel from liability for losses arising from unseaworthiness provided that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and a clause limiting the Assured's liability for total loss or damage to goods shipped to $500 per package, or in case of goods not shipped in packages, per customary freight unit, and providing for pro rata adjustment on such basis for partial loss or damage. The provisions of clauses (k), (l) and (m) herein may, however, be waived or altered by the Assurer on terms agreed, in writing.

(n) *Oral contract.* In the event cargo is carried under an arrangement not reduced to writing, such cargo shall be deemed to be carried under a charter party, bill of lading, or contract of affreightment incorporating the terms and conditions of the War Shipping Administration uniform bill of lading in the present form as published in Vol. 7, No. 134, p. 5246–5251 of the FEDERAL REGISTER or as modified by the War Shipping Administration;

(o) *Assured's.* Where cargo on board the insured vessel is the property of the Assured, such cargo shall be deemed to be carried under a contract containing the protective clauses described in clauses (k), (l) and (m) herein; and such cargo shall be deemed to be fully insured under the usual form of cargo policy, and in case of loss of or damage to such cargo the Assured shall be insured hereunder in respect of such loss or damage only to the extent that he would have been if the cargo had belonged to another, but only in the event and to the extent that the loss or damage would not be recoverable from marine insurers under a cargo policy as above specified;

(p) *Land transportation.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo being transported on land or on another vessel;

(q) *Cargo on dock.* No liability shall exist hereunder for any loss, damage or expense in respect of cargo before loading on or after discharge from the insured vessel caused by flood, tide, windstorm, earthquake, fire, explosion, heat, cold, deterioration, collapse of wharf, leaky shed, theft or pilferage unless such loss, damage or expense is caused directly by the insured vessel, her master, officers or crew;

(8) *Fines and penalties.* Liability for fines and penalties for the violation of any laws of the United States, or of any state thereof, or of any foreign country: *Provided, however,* That the Assurer shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect or fault of the Assured or its managing officers to exercise the highest degree of diligence to prevent a violation of any such laws.

(9) *Mutiny misconduct.* Liability for expenses incurred in resisting any unfounded

claim by the master or crew or other persons employed on board the insured vessel, or in prosecuting such person or persons in case of mutiny or other misconduct; not including, however, *costs which would not reasonably be incurred by a private American vessel owner under similar circumstances, nor* costs of successfully defending claims elsewhere protected in this policy.

(10) *Quarantine expenses.* Liability for extraordinary expenses, incurred in consequence of the outbreak of plague or other disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the wages or provisions of crew or passengers: *Provided, however,* That no liability shall exist hereunder if the vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine:

(11) *Putting in expenses.* Liability for port charges incurred solely for the purpose of putting in to land an injured or sick seaman, and the net loss to the Assured in respect of bunkers, insurance stores and provisions as the result of the deviation.

(12) *Cargo's propn. G/A.* Liability for Cargo's proportion of General Average, including special charges, so far as the Assured cannot recover the same from any other source: *Provided, however,* That if the charter party, bill of lading or contract of affreightment does not contain the negligence general average clause quoted below, the Assurer's liability hereunder shall be limited to such as would exist if such clause were contained therein, viz.:

Negligence G/A. clause. In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the Carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.

(13) *Expenses and law costs.* Liability for costs, charges and expenses reasonably incurred and paid by the Assured in connection with any liability insured under this policy, provided that the Assured shall not be entitled to indemnity for the cost or expense of prosecuting or defending any claim or suit unless the same shall have been incurred with the approval in writing of the Assurer, or the Assurer shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred. The cost and expense of prosecuting any claim in which the Assurer shall have an interest by subrogation or otherwise, shall be divided between the Assured and the Assurer, in proportion to the amounts which they would have been entitled to receive respectively, if the suit should be successful.

(14) If the master of the insured vessel shall be sued by reason of any event which imposes on the Assured a liability against which the Assured is indemnified under this policy, the Assurer will pay the costs and expenses of the defense of such suit subject to the provisions of paragraph (13), and will indemnify the master of such vessel to the same extent as though he were an assured under this policy, provided, however, that the Assurer shall not be liable to indemnify the master in excess of the amount (a) for which the owner of said vessel would have been liable, or to which such owner could have limited liability, if such owner has been sued instead of the master, or (b) for which the Assurer would be liable under this policy had the suit been brought against the owner of the vessel.

(15) Expenses which the Assured may incur under authorization of the Assurer in the interest of the Assurer.

GENERAL CONDITIONS AND LIMITATIONS

(16) *Prompt notice of claim.* In the event of any happening which may result in loss, damage or expense for which the Assurer may become liable, prompt notice thereof, on being known to the Assured, shall be given by the Assured to the Assurer, but failure to give such prompt notice because of wartime emergency conditions shall not prejudice this insurance.

The assurer shall not be liable for any claim not presented to the Assurer with proper proofs of loss within twelve (12) months after payment by the Assured.

(17) *Time for suit.* In no event shall suit on any claim be maintainable against the Assurer unless commenced within eighteen (18) months after the loss, damage or expenses resulting from liabilities, risks, events, occurrences and expenditures specified under this policy shall have been paid by the Assured.

(18) *Settlement of claims.* The Assured shall not make any admission of liability, either before or after any occurrence which may result in a claim for which the Assurer may be liable. The Assured shall not interfere in any negotiations of the Assurer for settlement of any legal proceedings in respect of any occurrences for which the Assurer is liable under this policy; *Provided, however,* That in respect of any occurrence likely to give rise to a claim under this Policy, the Assured is obligated to and shall take such steps to protect his and the Assurer's interests as would reasonably be taken in the absence of this or similar insurance. If the Assured shall fail or refuse to settle any claim as authorized by Assurer, the liability of the Assurer to the Assured shall be limited to the amount for which settlement could have been made.

(19) *Defense of claims.* Whenever required by the Assurer, the Assured shall aid in securing information and evidence, *subject to any governmental limitations as to the confidential character of* such information or evidence, and in obtaining witnesses and shall cooperate with the Assurer in the defense of any claim or suit or in the appeal from any judgment, in respect of any occurrence as hereinbefore provided.

(20) *Assumed contractual liability.* Unless otherwise agreed by endorsement hereon, the Assurer's liability shall in no event exceed that which would be imposed on the Assured by law in the absence of contract: *Provided, however,* That the acceptance by the Assured of towage contract or agreement limiting the liability of towboats or their owners shall not affect the Assured's right of indemnity from the Assurer for any liability, loss, damage or expense covered under this policy.

(21) *Assignment.* No claim or demand against the Assurer shall be assigned or transferred, and no person, other than a receiver of the property or the estate of the Assured, shall acquire any right against the Assurer without the express consent of the Assurer: *Provided, however,* That this shall not affect the rights of any assignee under an assignment made by virtue of any governmental order or decree, in which event such assignee shall have and possess all of the rights of its predecessor in assignment.

(22) *Subrogation.* The Assurer shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurer, execute all documents necessary to secure to the Assurer such rights.

(23) *Double insurance.* The Assurer shall not be liable for any loss or damage against which, but for the insurance hereunder, the Assured is or would be insured under existing insurance excepting as provided in Paragraph (1) (a) hereof.

(24) *Limitation of liability.* If and when the Assured under this policy has any interest other than as an owner or bare boat charterer of the insured vessel, in no event shall the Assurer be liable hereunder to any greater extent than if such Assured were the owner or bareboat charterer and were entitled to all the rights of limitation to which a shipowner is entitled.

(25) Notwithstanding anything to the contrary contained in this policy, the Assurer shall not be liable for any loss, damage, or expense sustained, directly or indirectly, by reason of:

(a) Loss, damage or expense to hull, machinery, equipment or fittings of the insured vessel, including refrigerating apparatus and wireless equipment, whether or not owned by the Assured;

(b) Cancelment or breach of any charter or contract, detention of the vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage, or any other loss of revenue;

(c) Any loss, damage, sacrifice, or expense which would be payable under the terms of the American Institute Hull form of policy, 7/1/44 issued by the American Marine Hull Insurance Syndicate on hull, machinery, etc., whether or not the insured vessel is fully covered by insurance sufficient in amount to pay such loss, damage, sacrifice or expense.

(d) Capture, seizure, arrest, restraint or detainment, or the consequences thereof, or of any attempt thereat, or the consequences of hostilities or war-like operations, whether before or after the declaration of war;

(e) The insured vessel towing any other vessel or craft, unless such towage was to assist such other vessel or craft in distress to a port or place of safety; provided, however, that this exception shall not apply to claims covered under paragraph (1) of this policy.

(f) For any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Assured and his sub-contractor.

IN WITNESS WHEREOF, the War Shipping Administration has caused this policy to be signed by the Administrator, but it shall not be valid unless countersigned by or on behalf of the Director of Wartime Insurance.

Countersigned at Washington, D. C. this -------- day of----------, 19--.

(E.O. 9054, 7 F.R. 837)

[SEAL] E. S. LAND,
Administrator.

SEPTEMBER 8, 1944.

[F. R. Doc. 44-13925; Filed, Sept. 9, 1944; 10:32 a. m.]

PART 302 — CONTRACTS WITH VESSEL OWNERS AND RATES OF COMPENSATION RELATING THERETO.

[G. O. 37, Supp. 4]

VALUES AND RATES OF CHARTER HIRE

Section 302.102 *Scope of order* is amended by adding the following paragraph:

(c) The values set forth in § § 302.101 to 302.113, inclusive, (General Order 37 and its supplements) do not apply to vessels requisitioned for title. Such values apply only to:

(1) Cases where a charter embodying valuations established pursuant to §§ 302.101 to 302.113, inclusive, (General Order 37 and its supplements), has been tendered to the owner by the Administrator and duly accepted by the owner; and

(2) Cases where the Administrator has an obligation pursuant to his previously announced charter and requisition program to tender such values and where such values when tendered are accepted by the owner within the time limits of the tender or if no such limit is provided then within such time as the Administrator deems reasonable.

(E.O. 9054, 7 F.R. 837)

[SEAL] E. S. LAND,
Administrator.

SEPTEMBER 9, 1944.

[F. R. Doc. 44-13985; Filed, Sept. 11, 1944; 10:33 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 178-A]

PART 95—CAR SERVICE

RESTRICTED USE OF REFRIGERATOR CARS FOR CERTAIN COMMODITIES

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 8th day of September, A. D. 1944.

Upon further consideration of Service Order No. 178, § 95.328 (9 F.R. 542) of January 11, 1944, as amended (9 F.R. 1184, 9 F.R. 1187), and good cause appearing therefor:

It is ordered, That:

Service Order No. 178, § 95.328 (9 F.R. 542) as amended, of January 11, 1944, restricted the use of refrigerator cars for loading with lard, cooking oils, citrus juice, empty beer containers and certain other commodities, be, and it is hereby, vacated and set aside. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)-(17))

It is further ordered, That this order shall become effective at 12:01 a. m., September 9, 1944; that a copy of this order and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-13938; Filed, Sept. 9, 1944; 11:24 a. m.]

PART 95—CAR SERVICE

[S. O. 93, Amdt. 4]

GIANT TYPE REFRIGERATOR CARS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 9th day of September, A. D. 1944.

Upon further consideration of Service Order No. 93 (7 F.R. 8903) of October 30, 1942, as amended (8 F.R. 13752; 8 F.R. 13925; 9 F.R. 2481), and good cause appearing therefor:

It is ordered, That:

Section 95.301 *Giant type refrigerator cars,* of Service Order No. 93 (7 F.R. 8903) of October 30, 1942, as amended, (8 F.R. 13752; 8 F.R. 13925; 9 F.R. 2481), be, and it is hereby, further amended to read as follows:

§ 95.301 *Giant type refrigerator cars.* (a) On and after 12:01 a.m., September 9, 1944, and until further order of the Commission, common carriers by railroad subject to the Interstate Commerce Act serving points in Arizona and California, shall furnish without regard to ownership for loading with commodities, in carloads, suitable for transportation in refrigerator cars, and shall accept and transport such commodities in giant type refrigerator cars as defined in paragraph (b) hereof, at the freight rates applicable on the same commodities when loaded in standard refrigerator cars (cars with inside length between bulkheads—loading space—of less than 37 feet 6 inches).

(b) For the purpose of this order, the term "giant refrigerator cars" is defined as refrigerator cars (1) with inside measurement between bulkheads (loading space) of not less than 37 feet 6 inches, and (2) convertible refrigerator cars with collapsible bunkers having inside length between bulkheads (loading space) of less than 37 feet 6 inches with bulkheads in place and in excess of 37 feet 6 inches with bulkheads collapsed. The provisions of this order shall not be construed to include the following cars: SFRD refrigerator cars in series numbers 5000 to 5069 inclusive; PFE refrigerator cars in series numbers 200001 to 200125 inclusive; BRE refrigerator cars in series numbers 300 to 329 inclusive; WFE refrigerator cars in series numbers 400 to 499 inclusive; FGE refrigerator cars in series numbers 600 to 609 inclusive; URT refrigerator cars in series numbers 89000 to 89049 inclusive;

(c) *Tariff provisions suspended.* The operation of all tariff rules, regulations, or charges insofar as they conflict with the provisions of paragraphs (a) and (b) of this section is hereby suspended.

(d) *Announcements of suspension.* Each railroad, or its agent, shall file and post a supplement to each of its tariffs affected hereby, substantially in the form authorized in Rule 9 (k) of the Commission's Tariff Circular No. 20 (§ 141.9 (k) of this chapter) announcing the suspension of the operation of any of the provisions therein, and establishing the substituted provisions above set forth.

(40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)-(17))

It is further ordered, That a copy of this amendment and direction shall be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-13998; Filed, Sept. 11, 1944; 11:28 a. m.]

Notices

DEPARTMENT OF STATE.

[Public Notice 1]

IMPORTATION OF COFFEE FOR CONSUMPTION

CONTINUATION OF INTER-AMERICAN COFFEE AGREEMENT

Notice is hereby given that the Inter-American Coffee Agreement, signed November 28, 1940 (55 Stat. 1143), which was continued without change for one year from September 30, 1943 (Department of State Bulletin, vol. IX, no. 225, p. 267), is being continued in force without change for a further period of one year from September 30, 1944. This continuation has been effected in accordance with the procedure outlined in article XXIV of the agreement. With regard to this agreement, a Joint Resolution of Congress, approved April 11, 1941 (55 Stat. 133) provides in part that "on and after the entry into force of the Inter-American Coffee Agreement, as proclaimed by the President, and during the continuation in force of the obligations of the United States thereunder, no coffee imported from any foreign country may be entered for consumption except as provided in the said agreement."

CORDELL HULL,
Secretary of State.

SEPTEMBER 8, 1944.

[F. R. Doc. 44-13965; Filed, Sept. 8, 1944; 4:37 p. m.]

DEPARTMENT OF THE INTERIOR.

Office of the Secretary.

[Order 1986]

ALEXANDER MINE, ET AL.

POSSESSION OF COAL MINES

Pursuant to the provisions of Executive Order No. 9478 issued by the President of the United States on September 6, 1944, Government possession is hereby taken, effective forthwith, of each and

all of the mines listed in the appendix attached hereto and made a part hereof, and of any and all real and personal property and other assets used in connection with the operation thereof.

The regulations for the operation of coal mines under Government control, as amended (8 F.R. 6655, 10712, 11344, 17339) heretofore issued by the Secretary of the Interior shall be applicable to the properties possesesion of which is taken by this order, except as may be otherwise directed.

Each of the persons whose name is listed in the appendix is hereby designated as operating manager for the United States for the properties as indicated in the appendix. As operating manager for the United States, each is authorized and directed to operate any and all such properties in accordance with the aforementioned regulations for the operation of coal mines under Government control and such further directions as may from time to time be issued, and to do all things necessary and appropriate for the operation of such properties and for the production, distribution and sale of their products.

The operating manager for the United States shall forthwith fly the flag of the United States at each such property, and shall display conspicuously thereat copies of a poster, reading as follows:

NOTICE: In accordance with the proclamation of the President of the United States, Government possession of the mines, collieries and preparation facilities of this mining company has been taken by order of the Secretary of the Interior.

HAROLD L. ICKES,
Secretary of the Interior.

Dated: September 6, 1944.

[SEAL] ABE FORTAS,
Acting Secretary of the Interior.

APPENDIX

Name of Mine	*Name of Operating Manager for the United States*
Alexander Mine, Glendale Gas Coal Co., Moundsville, W. Va.	Gordon W. Wilcox
Hitchman Mine, Hitchman Coal & Coke Co., Benwood, W. Va.	Louis J. Yeager.
Maiden Mine, Kelley's Creek Colliery Co., Maidsville, W. Va.	Harry T. Ewig.
Mine No. 1, Mine No. 3 and Mine No. 4, The Valley Camp Coal Co., Elmgrove, W. Va., Valley Camp, W. Va.	Harry T. Ewig.
Kramer Mine, Northwestern Mining & Exchange Co., Du Bois, Pa.	H. J. Connolly.
Penna Mines Nos. 3, 8, 21, and 22, Pennsylvania Coal & Coke Co., Ehrenfeld, Pa., Marstellar, Pa.	Lionel H. Kringel.
Russellton Mine, Republic Steel Corporation, Russellton, Pa.	E. B. Winning.
Renton #3 Mine, Renton #6 Mine, Consolidation Coal Co., Renton, Pa., North Bessemer, Pa.	George H. Love.
Oakmont Mine, Hillman Coal & Coke Co., Barking, Pa.	A. B. Sheets.

[F. R. Doc. 44-13922; Filed, Sept. 9, 1944; 10:25 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. 876, Et Al.]

ADDITIONAL SERVICE; KETCHIKAN AREA IN SOUTHEASTERN ALASKA

NOTICE OF POSTPONEMENT OF HEARING

In the matter of the applications (all filed pursuant to section 401 of the Civil Aeronautics Act of 1938, as amended) of:

Ellis Air Transport, Docket No. 876, for authority to conduct certain operations between Ketchikan and Annette Island Air Base via Metlakatla,

Ketchikan Air Service, Docket Nos. 912 and 913, for authority to conduct certain operations between Ketchikan and Edna Bay via intermediate points, and Ketchikan and Tamgass Harbor via Metlakatla and over an irregular route to all points in the First Judicial District of Alaska.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said Act, that hearing in the above-entitled proceedings, heretofore assigned for September 14, 1944, at 10:00 a. m., at Ketchikan, Alaska, before Examiner Raymond W. Stough, upon the request of the Ketchikan Air Service, and upon good cause shown, is postponed to September 25, 1944, at the same place and hour.

Dated: Anchorage, Alaska, August 31, 1944.

By the Civil Aeronautics Board.

RAYMOND W. STOUGH,
Director,
Alaska Office.

[F. R. Doc. 44-13984; Filed, Sept. 11, 1944; 10:24 a. m.]

LINEAS AEREAS MEXICANAS, S. A.

[Docket No. 1577]

NOTICE OF HEARING

In the matter of the application of Lineas Aereas Mexicanas, S. A., for a temporary air carrier permit under section 402 of the Civil Aeronautics Act of 1938, as amended, authorizing use of the airport at Nogales, Ariz., in conducting operations over its route between Chihuahua, Cananea and Nogales, Sonora, Mexico.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 402 and 1001 of said Act, that a hearing in the above-entitled proceeding is assigned to be held on September 15, 1944, at 10:00 a. m. (eastern war time) in the Foyer of the Auditorium, Commerce Building, Washington, D. C., before Examiner Ferdinand D. Moran.

Dated: Washington, D. C., September 9, 1944.

By the Civil Aeronautics Board.

FRED A. TOOMBS,
Secretary.

[F. R. Doc. 44-13992; Filed, Sept. 11, 1944; 11:08 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 232]

ROUTING OF TRAFFIC IN NEW YORK HARBOR

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 8th day of September, A. D. 1944.

It appearing, that an emergency exists which, in the opinion of the Commission requires immediate action to best promote the service in the interest of the public and the commerce of the people; it is ordered, That:

(a) *Routing of traffic destined Jersey City for lighterage delivery in New York harbor.* The Reading Company is hereby directed to divert forthwith from the Central Railroad Company of New Jersey (Shelton Pitney and Walter P. Gardner, Trustees) and deliver to the Lehigh Valley Railroad Company via Manville, New Jersey, and the Lehigh Valley Railroad Company is hereby directed to accept and forward over its line to Jersey City, New Jersey, for lighterage delivery in New York Harbor a total of one hundred (100) open top cars loaded with freight (except railroad ties) which are destined to Jersey City Lighterage, New Jersey, routed over the lines of the Central Railroad Company of New Jersey (Shelton Pitney and Walter P. Gardner, Trustees), and that all rules, regulations, and practices of said carriers with respect to car service are hereby suspended and superseded only as conflicting with the directions hereby made: *Provided,* That the billing covering all cars so routed shall carry a reference to this order as authority for the routing.

(b) *Rates to be applied.* Inasmuch as the routing of traffic pursuant to this order is deemed to be due to carriers' disability, the rates applicable to traffic routed pursuant to this order shall be the same as would have applied had the shipments moved without specific routing.

(c) *Divisions of rates.* In executing the orders and directions of the Commission provided for in this order, common carriers affected shall proceed, even though no division agreements are in effect, over the routes authorized; divisions shall be, during the time this order remains in force, voluntarily agreed upon by and between said carriers; and upon failure of said carriers to so agee, the divisions shall be hereinafter fixed by the Commission in accordance with pertinent authority conferred upon it by the

Interstate Commerce Act. If division agreements now exist on the traffic affected, over the routes herein authorized, they shall not be changed or affected by this order. (40 Stat. 101, secs. 402, 418, 41 Stat. 476, 485, secs. 4, 10, 54 Stat. 901, 912; 49 U.S.C. 1 (10)-(17), 15 (4).)

It is further ordered, that this order shall become effective at 6:00 p. m., September 8, 1944, and it shall expire immediately upon notice by the Reading Company to the Director, Bureau of Service, that the required one hundred (100) cars have been diverted as ordered herein; that copies of this order and direction shall be served upon The Reading Company, The Central Railroad Company of New Jersey (Shelton Pitney and Walter P. Gardner, Trustees) and the Lehigh Valley Railroad Company, and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-13939; Filed, Sept. 9, 1944; 11:24 a. m.]

[S. O. 70-A, Special Permit 488]

RECONSIGNMENT OF POTATOES AT KANSAS CITY, MO.-KANS.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Kansas City, Missouri-Kansas, September 6 or 7, 1944, by L. S. Taube & Company of cars NRC 15669 and 17153, potatoes, now on the C. R. I. & P. Railroad, to Moberly, Missouri (Wabash), and Decatur, Illinois, (Wabash), respectively, and car MDT 19271, potatoes, now on the C. G. W. Railroad, to St. Louis, Missouri (C. R. I. & P.).

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of September 1944.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 44-13940; Filed, Sept. 9, 1944; 11:24 a. m.]

[S. O. 70-A, Special Permit 489]

RECONSIGNMENT OF CAULIFLOWER AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, September 6, 1944, by Julius Berman, of car ART 18829, cauliflower, now on the Chicago Produce Terminal, to Epkes Eichenbaum & Company, New York, New York.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13941; Filed, Sept. 9, 1944; 11:24 a. m.]

[S. O. 70-A, Special Permit 490]

RECONSIGNMENT OF PEAS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, September 6, 1944, by American Refrigerator Transit Company of car NP 94815, peas, now on the Wabash Railroad, to Star Produce Company, Philadelphia, Pennsylvania, account railroad error causing delay.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13942; Filed, Sept. 9, 1944; 11:24 a. m.]

[S. O. 70-A, Special Permit 491]

RECONSIGNMENT OF PEARS AT MARION, OHIO

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Marion, Ohio, September 6, 1944, by Justman Frankenthal Company of car MDT 146575, pears, now on the Erie Railroad to Justman Frankenthal Company, Philadelphia, Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13943; Filed, Sept. 9, 1944; 11:24 a. m.]

[S. O. 70-A, Special Permit 492]

RECONSIGNMENT OF CARROTS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering

paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70–A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70–A insofar as it applies to the reconsignment at Chicago, Illinois, September 6, 1944, by Harry Finerman Company of car SFRD 16260, carrots, now on the Wood Street Terminal to Fruit Distributors Company, Fort Wayne, Indiana.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–13944; Filed, Sept. 9, 1944; 11:24 a. m.]

[S. O. 178, Special Permit 132]

MOVEMENT OF CHEESE FROM MANITOWOC, WIS.

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.328, 9 F.R. 542) of Service Order No. 178 of January 11, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 178 insofar as it applies to the loading and movement of car NWX 14262, cheese in metal containers, September 7, 1944, from Pauly & Pauly Company, Manitowoc, Wisconsin, to Naval Supply Depot, Oakland, California, (C. & N. W.-U. P.-S. P.), account loaded in error.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 7th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–13945; Filed, Sept. 9, 1944; 11:25 a. m.]

[S. O. 200, 2d Amended Gen. Permit 8]

REICING OF POTATOES FROM WASHINGTON

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

Subject to the exception shown below, on any refrigerator car loaded with potatoes in the state of Washington, to reice once in transit when destined west of the Mississippi River and to reice twice in transit when destined east of the Mississippi River, at stations designated by shippers or, at carriers' option, at the first icing station west or east of such designated station. This general permit shall apply to all such cars billed or moving on the effective date hereof.

Exception: This permit shall not apply to such refriegrator cars originating in the state of Washington on the Northern Pacific Railway Company or the Union Pacific Railroad Company when destined to points in the states of Washington or Oregon.

This general permit shall become effective 12:01 a. m., September 6, 1944, and shall expire at 12:01 a. m., October 1, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–13946; Filed, Sept. 9, 1944; 11:25 a. m.]

[S. O. 200, 6th Amended Gen. Permit 13]

REICING OF POTATOES FROM COLORADO, UTAH AND WYOMING

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph (§ 95.337, 9 F.R. 4402) of Service Order No. 200 of April 22, 1944, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

On any refrigerator car loaded with potatoes originating at any point or points in the States of Colorado, Utah and Wyoming, to reice in transit one time only and to accord the reicing at stations designated by shippers or, at the carriers' option, at the first icing station on either side of such designated station.

This general permit shall apply to all such cars billed or moving on the effective date hereof.

This general permit shall become effective at 12:01 a. m., September 6, 1944, and shall expire at 11:59 p. m., September 30, 1944.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44–13947; Filed, Sept. 9, 1944; 11:25 a. m.]

[2d Rev. S. O. 224, Special Permit 8]

REICING OF PRUNES FROM FREEWATER, OREG.

Pursuant to the authority vested in me by paragraph (g) of the first ordering paragraph of Second Revised Service Order No. 224 of August 24, 1944 (9 F.R. 10429), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Second Revised Service Order No. 224 insofar as it applies to the initial icing, or reicing in transit, to full bunker capacity, of cars NP 90094, 90315, 90558, 90446, 90256, 90499, fresh prunes, moving August 27 to 29, 1944, from Freewater, Oregon, consigned to New York, New York (Nor. Pac.-Burl.-Erie), as these are test shipments moving under supervision of the Department of Agriculture.

The waybills shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of

this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 5th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13948; Filed, Sept. 9, 1944; 11:25 a. m.]

[Rev. S. O. 226, Gen. Permit 1]

REICING OF FRESH FRUITS OR VEGETABLES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph of Revised Service Order No. 226 of August 24, 1944 (9 F.R. 10429, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Revised Service Order No. 226 insofar as it applies to the retop icing of fresh fruits or fresh or green vegetables, as defined therein, at Chicago, Illinois.

This general permit shall become effective at 12:01 a. m., September 7, 1944, and shall apply to all cars billed or rolling on or after that date.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13949; Filed, Sept. 9, 1944; 11:25 a. m.]

[Rev. S. O. 226, Special Permit 6]

REICING OF CAULIFLOWER AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph of Revised Service Order No. 226 of August 24, 1944, (9 F.R. 10429), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Revised Service Order No. 226 insofar as it applies to the retop icing at Chicago, Illinois, September 6, 1944, as ordered by Shuman Company, of car ART 15848, cauliflower, now on the Chicago Produce Terminal, account no shortage of ice and is necessary to preserve lading.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13950; Filed, Sept. 9, 1944; 11:25 a. m.]

[Rev. S. O. 226, Special Permit 7]

REICING OF CAULIFLOWER AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph of Revised Service Order No. 226 of August 24, 1944 (9 F.R. 10429), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Revised Service Order No. 226 insofar as it applies to the retop icing at Chicago, Illinois, September 6, 1944, with not to exceed 6 tons of ice, car ART 18829, cauliflower, now on the Chicago Produce Terminal, as ordered by Julius Berman for Epkes Eichenbaum Company, to preserve lading.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13951; Filed, Sept. 9, 1944; 11:25 a. m.]

[Rev. S. O. 226, Special Permit 8]

REICING OF PEAS AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph of Revised Service Order No. 226 of August 24, 1944, (9 F.R. 10429), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Revised Service Order No. 226 insofar as it applies to the retop icing at Chicago, Illinois, September 6, 1944, with not to exceed two and one-half (2½) tons of ice, as ordered by La Mantia Bros. Arrigo Company, car ART 18158, peas, now on the Chicago Produce Terminal.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 6th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13952; Filed, Sept. 9, 1944; 11:26 a. m.]

[Rev. SO 226, Amended Gen. Permit 1]

ICING OF FRESH FRUITS AND VEGETABLES AT CHICAGO OR PEORIA, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph of Revised Service Order No. 226 of August 24, 1944 (9 F.R. 10429), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Revised Service Order No. 226 insofar as it applies to the

retop icing of fresh fruits or fresh or green vegetables, as defined therein, at Chicago, or Peoria, Illinois.

This general permit shall become effective at 12:01 a. m., September 9, 1944, and shall apply to all cars billed or rolling on or after that date.

The waybills shall show reference to this general permit.

A copy of this general permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 8th day of September 1944.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 44-13996; Filed, Sept. 11, 1944; 11:28 a. m.]

[Rev. S.O. 229]

ORDER PROHIBITING READING COAL CO. FROM SUPPLYING COAL CARS AT PHOENIX COAL CO.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 9th day of September, A. D. 1944.

It appearing, That: By petition dated August 29, 1944, from the Assistant Deputy Solid Fuels Administrator, Solid Fuels Administration for War, to the Director, Office of Defense Transportation, the Assistant Deputy recited that on July 24, 1944, the Solid Fuels Administration for War wrote the Phoenix Coal Company, Llewellyn, Pennsylvania, prohibiting "shipments of chestnut, pea, buckwheat and rice anthracite with an ash content exceeding that prescribed in Solid Fuels Administration for War Regulation No. 9 (8 F.R. 15560) produced at (the) Phoenix breaker * * * on and after six days from the date of * * * (that) letter * * *"; that the Solid Fuels Administration for War advises further that directions will be issued to retail dealers prohibiting their receipt of coal from this mine with an ash content in excess of that prescribed in such regulation; that this action will result in detention of cars at destination for unloading or other disposition and is a waste of cars and transportation; Solid Fuels Administration requests the Director of the Office of Defense Transportation, and the Director of that office has requested this Commission to prohibit the furnishing, supplying or placing of coal cars at the mine of the Phoenix Coal Company, Llewellyn, Pennsylvania; in the opinion of the Commission an emergency exists requiring immediate action. *It is ordered,* That:

(a) The Reading Company shall not furnish, supply or place coal cars at the mine of the Phoenix Coal Company, at Llewellyn, Pennsylvania, for chestnut, pea, buckwheat and rice anthracite coal loading.

(b) *Special and general permits.* The provisions of this order shall be subject to any special or general permits issued by the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., to meet specific needs or exceptional circumstances. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10-(17)).

It is further ordered, That this order shall become effective at 12:00 noon, September 9, 1944, and shall remain in force until further order of the Commission; that a copy of this order and direction shall be served upon the Reading Company, upon the Pennsylvania Public Utility Commission, and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 44-13997; Filed, Sept. 11, 1944; 11:28 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 1632, Amdt.]

GAETANO NANNI

In re: Interest in real property located in New Orleans, Louisiana, household furnishings and bank account owned by Gaetano Nanni.

Vesting Order Number 1632, dated June 7, 1943, is hereby amended to read as follows:

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Gaetano Nanni is a resident of Italy and a national of a designated enemy country (Italy);

2. That Gaetano Nanni is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. An undivided one-half interest in and to that certain real property situated at 4700-4702 Constance Street, New Orleans, Parish of Orleans, Louisiana, particularly described in Exhibit A attached hereto and by reference made a part hereof, identified as that undivided one-half interest acquired by the said Gaetano Nanni by virtue of the instruments of conveyance in his favor executed on February 7, 1940 by Eureka Homestead Society and recorded on February 8, 1940 with the Register of Conveyances, in and for the Parish of Orleans, Louisiana, in Book 509, Folio 131, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds and benefits or other payments arising from the ownership of said real property.

b. Household furnishings particularly described in Exhibit B hereto attached and by reference made a part hereof, located at 4700 Constance Street, New Orleans, Louisiana, which are owned by Gaetano Nanni.

c. All right, title, interest and claim of any name or nature whatsoever of Gaetano Nanni, and of every other national of a designated enemy country, in and to any and all obligations, contingent or otherwise, and whether or not matured, owing to Gaetano Nanni by Whitney National Bank of New Orleans, New Orleans, Louisiana, including but not limited to all security rights in and to any and all collateral for any or all such obligations and the right to enforce and collect such obligations and including particularly account No. 20384 in said bank, which account is due and owing to and held for Gaetano Nanni in the name of Paul Caruso, and

d. All right, title, interest and claim of any name or nature whatsoever of Gaetano Nanni and of every other national of a designated enemy country in and to any and all obligations, contingent or otherwise, and whether or not matured, owing to Gaetano Nanni by American Bank and Trust Company, New Orleans, Louisiana, including but not limited to all security rights in and to any and all collateral for any or all such obligations and the right to enforce and collect such obligations and including particularly account No. 59068 in said bank, which account is due and owing to and held for Gaetano Nanni in the name of Captain G. Nanni and Mrs. Mary Nanni,

is property within the United States owned or controlled by a national of a designated enemy country (Italy);

And determining that the property described in subparagraphs 3-c and 3-d hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraph 3-a hereof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to Section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Italy);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3–a above, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and hereby vests in the Alien Property Custodian the property described in subparagraphs 3–b, 3–c and 3–d hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC–1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C. on September 9, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

All that lot or parcel of land situated in the Parish of Orleans, State of Louisiana, described as follows:

A certain Portion of ground, together with all bldgs. and impts, thereon etc. situated in square 177, bb. Valence, Constance, Bordeaux, Laurel Sts. said portion of ground measured 54′ front on Valence St. by 120′ in depth and front on Constance St. and is composed of the whole of the lots 27 and 28 which adjoin and measure each, 27′ front on Valence St. by 120′ in depth Lot No. 28 forms the corner of Constance and Valence Sts.

EXHIBIT B

Dining Room:
- 1 dining room table
- 7 straight chairs
- 1 M. chair
- 1 buffet
- 1 server
- 1 china closet
- 1 L. table
- 1 gas heater
- 1 large art square
- 2 occasional rugs
- 1 pr. curtains
- 1 shade

Bath:
- Two shower curtains

Front Bed Room:
- 1 bed spring mattress
- 2 pillows
- 1 wardrobe
- 1 chest of drawers
- 1 mirror
- 1 bed table
- 1 gas heater
- 2 chairs

Front Bed Room—Continued.
- 1 large art square
- 2 occasional rugs

Living Room:
- Sofa
- 2 overstuffed chairs
- 1 ottoman
- 1 coffee table
- 1 large table
- 1 small stand
- 1 L. Art Square
- 1 occasional rug.

Back Bed Room:
- 1 large art square
- 3 occasional rugs

Kitchen:
- 1 Florence gas range
- 1 table
- 2 chairs
- 1 electrolux (3 trays, 1 drip pan)
- 2 pr. curtains
- 2 shades

[F. R. Doc. 44–13993; Filed, Sept. 11, 1944; 11:14 a. m.]

[Vesting Order 3574, Amdt.]

SHIGERU SHIMOGAWA

In re: Real property, property insurance policies, and a claim owned by Shigeru Shimogawa.

Vesting Order Number 3574, dated May 3, 1944, is hereby amended as follows and not otherwise.

By deleting Exhibit A attached to and by reference made a part of said Vesting Order Number 3574 and substituting therefor Exhibit A attached hereto and by reference made a part hereof.

All other provisions of said Vesting Order Number 3574 and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C. on September 7, 1944.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

EXHIBIT A

All of those certain parcels of land situate at Kumuula and Kaukahoku, Kapalama-Kai, Honolulu, City and County of Honolulu, Territory of Hawaii, described as follows:

Lot A–1–A, area 8,246.0 square feet, as shown on Map 3, Lot A–1–B–1, area 5,525.0 square feet and Lot A1–B–2, area 3,600.0 square feet, as shown on Map 5, filed in the Office of the Assistant Registrar of the Land Court of the Territory of Hawaii with Land Court Application No. 903 (amended) of Hawaiian Pineapple Company, Limited, and being all of the land described in Transfer Certificate of Title No. 14661 issued to Shigeru Shimogawa.

[F. R. Doc. 44–13994; Filed, Sept. 11, 1944; 11:14 a. m.]

INTER-ALLIED PATENT CORP.

ORDER FOR AND NOTICE OF HEARING

Whereas, by Vesting Order No. 201 of October 2, 1942 (8 F.R. 625), the Alien Property Custodian vested United States Patent No. 2,063,687 as property of nationals of a foreign country designated in Executive Order No. 8389, as amended; and

Whereas, Inter-Allied Patent Corp. has filed an APC–17 Notice of Claim which asserts that claimant is a domestic corporation whose address is 201 E. 16th Street, New York 3, New York, and that it is the owner of the full legal title to United States Patent No. 2,063,687, so vested.

Now therefore, it is ordered, Pursuant to the regulations heretofore issued by the Alien Property Custodian, as amended, (8 F.R. 16709), that a hearing on said claim be held before the Vested Property Claims Committee or any member or members thereof on Monday, September 25, 1944, at 2:00 p. m. eastern war time, in Room 614, National Press Building, 14th and F Streets NW., Washington, D. C., to continue thereafter at such time and place as the Committee may determine. *It is further ordered,* That copies of this notice of hearing be served by registered mail upon the claimant and be filed with the Division of the Federal Register.

Any person desiring to be heard either in support of or in opposition to the claim may appear at the hearing, and is requested to notify the Vested Property Claims Committee, Office of Alien Property Custodian, National Press Building, 14th and F Streets NW., Washington (25), D. C. on or before September 20, 1944.

The foregoing characterization of the claim is for informational purposes only, and shall not be construed to constitute an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claim. Copies of the claim and of the said vesting order are available for public inspection at the address last above stated.

By authority of the Alien Property Custodian.

[SEAL] JOHN C. FITZGERALD,
Chairman.

SEPTEMBER 8, 1944.

[F. R. Doc. 44–13995; Filed, Sept. 11, 1944; 11:14 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 120, Order 981]

H. F. CRAGO AND CO., ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120; *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 1. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and state. The maximum prices stated to be for truck shipment are in cents per net ton f. o. b. the mine or preparation plant and when stated to be for rail shipment or for railroad locomotive fuel are in cents per net ton f. o. b. rail shipping point. In cases where mines ship coals by river the prices for such shipments are those established for rail shipment and are in cents per net ton f. o. b. river shipping point. However, producer is subject to the provisions of § 1340.212 and all other provisions of Maximum Price Regulation No. 120.

H. F. CRAGO & CO., 302 TENTH ST., PHILIPSBURG, PA., QUINCY #1 MINE, D SEAM, MINE INDEX NO. 5162, CLEARFIELD COUNTY, PA., SUBDISTRICT 13, RAIL SHIPPING POINT: MCCARTNEY, PA. STRIP MINE

	Size group Nos.				
	1	2	3	4	5
Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

G. B. CRAMER CONSTRUCTION CO., INC., P. O. BOX 181 BROCKWAY, PA., CRAMER NO. 1 MINE, C SEAM MINE INDEX NO. 5167, JEFFERSON COUNTY, PA., SUBDISTRICT 6, RAIL SHIPPING POINT: FALLS CREEK, PA., STRIP MINE

Price classification	F	F	F	F	F
Rail shipment	335	335	335	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	360	335	335	325	315

MARK CIPRISH, CLARENCE, PA., NO. 18 MINE, B SEAM, MINE INDEX NO. 5026, CENTRE COUNTY, PA., SUBDISTRICT 9

Truck shipment	350	330	330	310	300

A. M. GLESSNER COAL CO., 597 E. MAIN ST., SOMERSET, PA., GLESSNER MINE, E SEAM, MINE INDEX NO. 5180, SOMERSET COUNTY, PA., SUBDISTRICT 36, RAIL SHIPPING POINT: ROCKWOOD, PA., DEEP MINE

	Size group Nos.				
	1	2	3	4	5
Price classification	E	E	E	E	E
Rail shipment	355	335	335	315	315
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	365	340	340	330	320

R. E. LEITENBERGER, 325 MARKET ST., JOHNSTOWN, PA., LEITENBERGER MINE, B SEAM, MINE INDEX NO. 5155, WESTMORELAND COUNTY, PA., SUBDISTRICT 28, RAIL SHIPPING POINT: SEWARD, PA., DEEP MINE

Price classification	G	G	G	G	G
Rail shipment	330	330	315	305	305
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	355	330	330	320	310

MCGONIGAL & BAUMGARDNER, POTTERSDALE, PA., MCGONIGAL & BAUMGARDNER MINE, C SEAM, MINE INDEX NO. 5168, CLEARFIELD COUNTY, PA., SUBDISTRICT 9, DEEP MINE

Truck shipment	365	340	340	330	320

WEST FREEDOM MINING CO., NO. 4 GLASS ST., CARNEGIE, PA., WEST FREEDOM NO. 1 MINE, B SEAM, MINE INDEX NO. 5016, CLARION COUNTY, PA., SUBDISTRICT 4, RAIL SHIPPING POINT: SLIGO, PA., STRIP MINE

Price classification	G	G	G	H	H
Rail shipment	330	330	315	285	285
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	355	330	330	315	305

WEST FREEDOM MINING CO., NO. 4 GLASS ST., CARNEGIE, PA., WEST FREEDOM NO. 2 MINE, A SEAM, MINE INDEX NO. 5036, CLARION COUNTY, PA., SUBDISTRICT 4, RAIL SHIPPING POINT: SLIGO, PA., STRIP MINE

Price classification	G	G	G	H	H
Rail shipment	330	330	315	285	285
Railroad locomotive fuel	320	320	305	295	295
Truck shipment	355	330	330	315	305

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13896; Filed, Sept. 8, 1944; 4:51 p. m.]

[MPR 120, Order 985]

BIG RUN FUEL CO., ET AL.

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

For the reasons set forth in an accompanying opinion, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton, for the indicated uses and shipments as set forth herein. All are in District No. 3. The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order. Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups. The location of each mine is given by county and state. The maximum prices stated to be for truck shipment are in cents per net ton .f o. b. the mine or preparation plant and when stated to be for rail shipment or for railroad fuel are in cents per net ton f. o. b. rail shipping point. In cases where mines ship coals by river the prices for such shipments are those established for rail shipment and are in cents per net ton f. o. b. river shipping point. However, producer is subject to the provisions of § 1340.214 and all other provisions of Maximum Price Regulation No. 120.

BIG RUN FUEL CO., P. O. BOX 246, CLARKSBURG, W. VA., PLUTO MINE, REDSTONE SEAM, MINE INDEX NO. 2069, BARBOUR COUNTY, W. VA., RAIL SHIPPING POINT: VOLGA, W. VA., STRIP MINE, MAXIMUM TRUCK PRICE GROUP NO. 3

	Size group Nos.				
	1	2	3	4	5
Price classification	F	F	H	F	F
Rail shipment and railroad fuel	275	275	250	250	240
Truck shipment	310	310	285	275	265

THE GAULEY MOUNTAIN COAL CO., ANSTED, W. VA., WILLIAMS RIVER MINE, SEWELL SEAM, MINE INDEX NO. 2067, WEBSTER COUNTY, W. VA., RAIL SHIPPING POINT: DONALDSON & WILLIAMS RIVER, W. VA., DEEP MINE, MAXIMUM TRUCK PRICE GROUP NO. 1

Price classification	A	A	A	A	A
Rail shipment and railroad fuel	385	345	325	310	310
Truck shipment	355	350	325	315	295

JOHNSON COAL CO., FLEMINGTON, W. VA., JOHNSON NO. 4 MINE, PITTSBURGH SEAM, MINE INDEX NO. 2073, TAYLOR COUNTY, W. VA., RAIL SHIPPING POINT: SIMPSON, W. VA., DEEP MINE, MAXIMUM TRUCK PRICE GROUP NO. 3

Price classification	F	F	F	F	F
Rail shipment and railroad fuel	275	275	260	250	240
Truck shipment	310	310	285	275	265

NEVILLE COAL CO., HOWESVILLE, W. VA., VICTORY NO. 1 MINE, M. V. FREEPORT SEAM, MINE INDEX NO. 2042, PRESTON COUNTY, W. VA., RAIL SHIPPING POINT: TOWSON, W. VA., DEEP MINE, MAXIMUM TRUCK PRICE GROUP NO. 3

Price classification	J	J	J	J	J
Rail shipment and railroad fuel	300	300	290	285	285
Truck shipment	310	310	285	275	265

SOMERSET CONSTRUCTION CO., 1301 TOWSON ST., BALTIMORE 30, MD., NO. 1 MINE, M. V. FREEPORT SEAM, MINE INDEX NO. 2068, PRESTON COUNTY, W. VA., RAIL SHIPPING POINT: REEDSVILLE, W. VA., STRIP MINE, MAXIMUM TRUCK PRICE GROUP NO. 3

Price classification	J	J	J	J	J
Rail shipment and railroad fuel	300	300	290	285	285
Truck shipment	310	310	285	275	265

TUCKAHOE MINING CO., INC., CLARKSBURG, W. VA., TUCKAHOE #2 MINE, PITTSBURGH SEAM, MINE INDEX NO. 2070, BARBOUR COUNTY, W. VA., RAIL SHIPPING POINT: CENTURY, W. VA., STRIP MINE, MAXIMUM TRUCK PRICE GROUP NO. 3

	Size group Nos.				
	1	2	3	4	5
Price classification	F	F	F	F	F
Rail shipment and railroad fuel	275	275	260	250	240
Truck shipment	310	310	285	275	265

VICTORY COAL CO., BOX 162, CASSVILLE, W. VA., VICTORY COAL MINE, SEWICKLEY SEAM, MINE INDEX NO. 2065, MONONGALIA COUNTY, W. VA., RAIL SHIPPING POINT: MAIDSVILLE, W. VA., DEEP MINE, MAXIMUM TRUCK PRICE GROUP NO. 4

Price classification	J	J	J	J	J
Rail shipment and railroad fuel	260	260	250	245	230
Truck shipment	285	280	255	245	235

NOTE: The size group numbers referred to herein for rail shipments and for railroad fuel are those described in the Table of Prices in Amendment No. 95 to Maximum Price Regulation No. 120, and for truck shipments, as described in the Table of Prices in Amendment No. 105 to Maximum Price Regulation No. 120.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13900; Filed, Sept. 8, 1944; 4:50 p. m.]

[MPR 120, Order 986]

ST. LOUIS, ROCKY MOUNTAIN & PACIFIC CO.

ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and in accordance with § 1340.210 (a) (6) of Maximum Price Regulation No. 120, *It is ordered:*

(a) Washed coals of size groups 1 to 12, inclusive, produced at the Brilliant No. 2 Mine, Mine Index No. 77 of St. Louis, Rocky Mountain & Pacific Company, Raton, New Mexico, in District No. 17, may be sold and purchased at prices not exceeding 10 cents per net ton more than the applicable maximum prices for the same coals unwashed.

(b) All prayers of the applicant not granted herein are hereby denied.

(c) This order may be revoked or amended at any time.

(d) Unless the context otherwise requires, the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

(e) This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13903; Filed, Sept. 8, 1944; 4:49 p. m.]

[MPR 136, Rev. Order 234]

CHRYSLER CORP.

ADJUSTMENT OF MAXIMUM PRICES

Revised Order No. 234 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. Chrysler Corporation. Docket No. 3136-417.

Order No. 234 under Maximum Price Regulation 136, as amended, is redesignated Revised Order No. 234 under Maximum Price Regulation 136, as amended, and is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Orders 9250 and 9328, and § 1390.25a of Maximum Price Regulation 136, as amended: *It is ordered:*

(a) The Chrysler Corporation, Detroit, Michigan, is authorized to sell each of its models of Crown and Royal Marine Engines set forth below at the following applicable maximum price:

CROWN MARINE ENGINE

Gear ratio	Standard rotation (maximum price)	Opposite rotation (minimum price)
Reverse	$462	$463
1.43	515	516
1.95	521	521
2.56	529	530
3.46	542	543
4.91	627	627

ROYAL MARINE ENGINE

Reverse	$589	$592
1.43	643	647
2.03	661	665
2.51	676	680
3.17	669	674
4.48	752	757

(b) When the engines listed above are boxed by the Chrysler Corporation, it may add the sum of $11.00 to the applicable maximum prices set forth above.

(c) Dealers in Crown and Royal Marine Engines manufactured by the Chrysler Corporation shall determine their maximum prices by adding to their maximum prices to each class of purchasers duly in effect just prior to the issuance of this order, the dollars-and-cents amounts by which the dealers' costs have been increased due to the adjustment in maximum prices granted to the Chrysler Corporation in paragraphs (a) and (b) of this order.

(d) All requests not granted herein are denied.

(e) The issuance of this order shall not relieve the Chrysler Corporation from any liability for violation of any regulation or order issued by the Office of Price Administration.

(f) This revised order may be amended or revoked by the Administrator at any time.

This revised order shall become effective September 9, 1944. Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13904; Filed, Sept. 8, 1944; 4:49 p. m.]

[MPR 188, Order 2271]

HOME BUILDING CORP.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of two items of utility cabinets manufactured by Home Building Corporation, 4534 Main, Kansas City, Missouri.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Utility cabinet	266	$6.38	$7.50
Utility cabinet	268	8.52	10.02

These prices are f. o. b. factory and are for the articles described in the manufacturer's application dated August 9, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manu-

facturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Utility cabinet	206	$7.50
Utility cabinet	208	10.02

These prices are for the articles described in the manufacturer's application dated August 9, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 9th day of September 1944. Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13901; Filed, Sept. 8, 1944; 4:49 p. m.]

[MPR 188, Order 2272]

PENN YORK LUMBER CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of a training seat manufactured by Penn York Lumber Company, 438 Central Avenue, Cedarhurst, Long Island.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
Training seat	----------	*Per dozen* $15.74	*Per dozen* $19.68

This price is f. o. b. factory and the terms are net thirty days and is for the article described in the manufacturer's application dated June 30, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
Training seat	----------	*Per dozen* $19.68

This price is net thirty days and is for the article described in the manufacturer's application dated June 30, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 9th day of September 1944. Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13918; Filed, Sept. 8, 1944; 4:53 p. m.]

[MPR 188 Order 2273]

OARR COLEGROVE MFG. CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of two juvenile sets manufactured by Oarr Colegrove Manufacturing Company, Cos Cob, Connecticut.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Juvenile set	2	$8.38	$9.86
	1	7.61	8.96

These prices are f. o. b. factory and are subject to a cash discount of two percent for cash within ten days, net thirty days and are for the articles described in the manufacturers application dated June 28, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Juvenile set	2	$9.86
	1	8.96

These prices are subject to a cash discount of two percent for payment within

ten days, net thirty days and are for the articles described in the manufacturer's application dated June 28, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 9th day of September 1944. Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13902; Filed, Sept. 8, 1944; 4:49 p. m.]

[RMPR 506, Order 54]

EISENDRATH GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 54 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Eisendrath Glove Company, Chicago, Illinois and other sellers. Docket No. N6657-506-31-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after September 9, 1944, the Eisendrath Glove Company, Chicago, Illinois, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Eisendrath Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
C-100—Large	Men's split leather palm, 8 ounce flannel back, 6 ounce or heavier palm lining, wristless "open top."	$4.40	$4.80	$5.30
C-100	Women's split leather palm, 8 ounce flannel back, 6 ounce or heavier palm lining, wristless "open top."	4.30	4.70	5.17½
C-100—Small	Small women's split leather palm, 8 ounce flannel back, 6 ounce or heavier palm lining, wristless "open top."	4.20	4.60	5.05

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Eisendrath Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Eisendrath Glove Company must furnish each of its customers, who, on or after September 9, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Eisendrath Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 54 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Eisendrath Glove Company.

OPA has ruled that the Eisendrath Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style Number	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
C-100-Large-S	$4.40	$4.80	$5.30
C-100-S	4.30	4.70	5.17½
C-100-Small-S	4.20	4.60	5.05

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 54 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13906; Filed, Sept. 8, 1944; 4:48 p. m.]

[RMPR 506, Order 55]

GALENA GLOVE AND MITTEN CO. ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 55 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Galena Glove and Mitten Company and other sellers. Docket No. M60627-506-86-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after September 9, 1944, the Galena Glove and Mitten Company, Dubuque, Iowa, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Galena Glove and Mitten Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of this table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
77	Men's gunn cut 12 ounce white or unbleached canton flannel single thickness back and palm, 5" waterproofed gauntlet.	$2.70	$2.92½	$3.25

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and information requirements of section 6 of RMPR 506. In addition to these requirements, the Galena Glove and Mitten Company on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944 must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Galena Glove and Mitten Company must furnish each of its customers, who, on or after September 9, 1944 purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Galena Glove and Mitten Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 55 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Galena Glove and Mitten Company.

OPA has ruled that the Galena Glove and Mitten Company may sell the number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
77-S	$2.70	$2.92½	$3.25

You will not that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(c) This Order No. 55 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566 Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13899; Filed, Sept. 8, 1944; 4:50 p. m.]

[RMPR 506, Order 56]

UNIVERSAL GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 56 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Universal Glove Company, Toledo, Ohio, and other sellers. Docket No. N60627-506-85-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after September 9, 1944, the Universal Glove Company, Toledo, Ohio may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Universal Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
1036	Men's 14½ ounce quilted double thickness nap out canton flannel palm, 8 ounce single thickness white flannel back, knit wrist.	$2.10	$2.30	$2.52½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be at Group I prices;

(3) The marking and informational requirements of Section 6 of RMPR 506. In addition to these requirements, the Universal Glove Company on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Universal Glove Company must furnish each of its customers, who, on or after September 9, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Universal Glove Company must also notify each customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 56 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Universal Glove Company.

OPA has ruled that the Universal Glove Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
1036-S	$2.10	$2.30	$2.52½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 56 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13898; Filed, Sept. 8, 1944; 4:51 p. m.]

[RMPR 506, Order 57]

RACINE GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 57 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Racine Glove Company, Racine, Wisconsin, and othed sellers. Docket No. N60627-506-83-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after September 9, 1944, the Racine Glove Company, Racine, Wisconsin, may sell and deliver to any purchaser, and such purchaser may buy

from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Racine Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style Number	Glove description	Column A—Manufacturer's prices		Column B—Wholesalers' prices
		Group I ceiling	Group II ceiling	
110-C	Men's quilted palm nap out cot mill glove, 10 ounce white canton flannel palm, 10 ounce white canton flannel back, 10 ounce white canton flannel lining, 10 ounce white canton flannel turtle neck, 5" or longer double (2 ply thickness) gauntlet	$3.37½	$3.67½	$4.07½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Racine Glove Company on all deliveries of the style number listed in paragraph (a); made pursuant to this Order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Racine Glove Company must furnish each of its customers, who, on or after September 9, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Racine Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 57 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Racine Glove Company.

OPA has ruled that the Racine Glove Company may sell this number at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of this number at or below the prices listed in Column B. Retailers will determine their ceiling prices on this number in accordance with section 2 of RMPR 506.

Style No.	Column A—Manufacturer's prices		Column B—Wholesalers' prices
	Group I ceiling	Group II ceiling	
110-C-S	$3.37½	$3.67½	$4.07½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 57 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13897; Filed, Sept. 8, 1944; 4.51 p. m.]

[RMPR 506, Order 58]

WELLS, LAMONT CORP., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 58 Under Section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Wells Lamont Corporation and other sellers, Docket No. N60627-506-84-7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after September 9, 1944, the Wells-Lamont Corporation, Chicago, Illinois, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase this number from the Wells Lamont Corporation may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A—Manufacturer's prices		Column B—Wholesalers' prices
		Group I ceiling	Group II ceiling	
687	Men's 13 ounce double throughout nap out flannel "chore" mitten, knit wrist.	$2.02½	$2.22½	$2.45

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of Section 6 of RMPR 506. In addition to these requirements, the Wells Lamont Corporation on all deliveries of the style number listed in paragraph (a), made pursuant to this Order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Wells Lamont Corporation must furnish each of its customers, who, on or after September 9, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Wells Lamont Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 58 under Section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove number enumerated in the table below, manufactured by the Wells Lamont Corporation.

OPA has ruled that the Wells Lamont Corporation may sell this number at or below the prices listed in Column A below, subject to the provisions of Section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers are authorized to make regular sales at wholesale of the number at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with Section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
687-S	$2.02½	$2.22½	$2.45

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 58 under Revised Maximum Price Regulation 506 may be

revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13919; Filed Sept. 8, 1944, 4:52 p. m.]

[RMPR 506, Order 59]

INDIANAPOLIS GLOVE CO. ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 59 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Indianapolis Glove Company, Indianapolis, Indiana, and other sellers. Docket No. N60627-506-82-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after September 9, 1944 the Indianapolis Glove Company, Indianapolis, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove number enumerated in the following table at or below the price set forth in Column A of this table. Wholesalers who purchase this number from the Indianapolis Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I, ceiling	Group II, ceiling	
Laplander	Men's 14 ounce single thickness jersey, back and palm, knit wrist.	$2.17½	$2.35	$2.62½

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Indianapolis Glove Company on all deliveries of the style number listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Indianapolis Glove Company must furnish each of its customers, who, on or after September 9, 1944, purchases the style number listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Indianapolis Glove Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 59 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Indianapolis Glove Company.

OPA has ruled that the Indianapolis Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with Section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' price
	Group I ceiling	Group II ceiling	
Laplander-S	$2.17½	$2.35	$2.62½

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that this glove has been specially priced by OPA under section 4 (b).

(e) This Order No. 59 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13905; Filed, Sept. 8, 1944; 4:48 p. m.]

[RMPR 506, Order 60]

WILLIAM E. SEAL & CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 60 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum price for staple work gloves. Granting maximum prices to the William E. Seal & Company, Millersburg, Pennsylvania and other sellers. Docket No. N6657-506-66-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after September 9, 1944, William E. Seal & Company, Millersburg, Pennsylvania, may sell and deliver to any purchaser, and such purchaser may buy, from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from William E. Seal & Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style number	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
LGS1	Men's clute cut side split leather palm, ¾ leather thumb, 6 ounce flannel back, 5 ounce or heavier flannel palm lining, 4½" (or longer) single (1 ply thickness) gauntlet.	$4.20	$4.60	$5.05
G41	Men's clute cut 12 ounce white canton flannel single thickness back and palm, 4½" single (1 ply thickness) gauntlet.	2.30	2.52½	2.77½
DG21	Men's clute cut 10 ounce white canton flannel single thickness back and palm, 4½" single (1 ply thickness) gauntlet.	2.15	2.35	2.60
LK96 (split)	Men's clute cut split leather ¾ leather thumb, "V" type leather finger backs, 6 ounce or heavier flannel palm lining, 8 ounce flannel back, knit wrist.	4.60	5.00	5.55
LK96 (side split)	Men's clute cut side split leather palm, ¾ leather thumb, "V" type leather finger backs, 6 ounce or heavier flannel palm lining, 8 ounce flannel back, knit wrist.	5.45	5.95	6.57½
LK84	Men's clute cut side split leather palm ¾ leather thumb, 5 ounce or heavier flannel palm lining, 8 ounce flannel back, knit wrist.	4.10	4.50	4.95
LT6	Men's 6 ounce canton flannel single thickness back and palm, leather finger tips, knit wrist.	1.60	1.72½	1.92½
HLK14	Men's 9 ounce jersey single thickness back and palm, split leather palm facing, knit wrist.	2.70	2.95	3.25

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's wholesale percentage, and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, Willian E. Seal & Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) William E. Seal & Company must furnish each of its customers, who, on or after September 9, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. William E. Seal & Co. must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 60 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by William E. Seal & Company.

OPA has ruled that William E. Seal & Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B
	Group I ceiling	Group II ceiling	Wholesaler's prices
LG81 S	$4.20	$4.60	$5.05
G41 S	2.30	2.52½	2.77½
DG21 S	2.15	2.35	2.60
LK96S (split)	4.60	5.00	5.55
LK96S (side split)	5.45	5.95	6.57½
LK84 S	4.10	4.50	4.95
LT6 S	1.60	1.72½	1.92½
HLK14 S	2.70	2.95	3.25

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 60 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13908; Filed, Sept. 8, 1944; 4:47 p. m.]

[RMPR 506, Order 61]

MONTE GLOVE CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 61 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Monte Glove Company, Shelbyville, Indiana and other sellers. Docket No. N60627-506-80-7.

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

(a) On and after September 9, 1944, the Monte Glove Company, Shelbyville, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Monte Glove Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
K55	Men's 8 ounce striped canton flannel, single thickness back and palm, knit wrist.	$1.57½	$1.70	$1.90
RC55	Women's 8 ounce striped canton flannel, single thickness back and palm, knit wrist.	1.55	1.67½	1.85

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' "wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Monte Glove Company on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 15, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this Order.

(d) The Monte Glove Company must furnish each of its customers, who on or after September 9, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Monte Glove Company must also notify each customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 61 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Monte Glove Company.

OPA has ruled that the Monte Glove Company may sell these numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
K55-S	$1.57½	$1.70	$1.90
KC55-S	1.55	1.67½	1.85

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 61 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This Order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13917; Filed, Sept. 8, 1944; 4:53 p. m.]

[RMPR 506, Order 62]

NATIONAL MITTEN WORKS, ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 62 under section 4 (b) of Revised Maximum Price Regulation 506.

Maximum prices for staple work gloves. Granting maximum prices to the National Mitten Works and other sellers. Docket No. N6657–506–76–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after September 9, 1944, the National Mitten Works, Kokomo, Indiana, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the National Mitten Works may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A—Manufacturer's prices		Column B—Wholesalers' prices
		Group I ceiling	Group II ceiling	
13DTK	Men's two thumb, 12 ounce white nap out single thickness canton flannel welt seam mitten, knit wrist.	$2.05	$2.25	$2.47½
9DTKB	Small women's two thumb 8 ounce white nap out single thickness canton flannel welt seam mitten, knit wrist.	1.52½	1.70	1.85

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturers' wholesale percentage", and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the National Mitten Works, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 9, 1944, must place the letter "S" following the lot number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The National Mitten Works must furnish each of its customers, who, on or after September 9, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The National Mitten Works must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 62 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the National Mitten Works.

OPA has ruled that the National Mitten Works may sell these numers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) or RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with Section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
13DTK S	$2.05	$2.25	$2.47½
9DTKB S	1.52½	1.70	1.85

You will note that the letter "S" follows the manufacturers' lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 62 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13920; Filed, Sept. 8, 1944; 4:53 p. m.]

[RMPR 506, Order 63]

NEWTON GLOVE MFG. CO., ET AL.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 63 under section 4 (b) of Revised Maximum Price Regulation 506. Maximum prices for staple work gloves. Granting maximum prices to the Newton Glove Manufacturing Company and other sellers. Docket No. N6657–506–26–7.

For the reasons set forth in an opinion issued simultaneously herewith; *It is ordered:*

(a) On and after September 9, 1944, the Newton Glove Manufacturing Company, Newton, North Carolina, may sell and deliver to any purchaser, and such purchaser may buy from it, the staple work glove numbers enumerated in the following table at or below the prices set forth in Column A of this table. Wholesalers who purchase these numbers from the Newton Glove Manufacturing Company may make "regular sales" at wholesale of such gloves, at or below the prices set forth in Column B of the table. Ceiling prices for "special sales" at wholesale shall be determined in accordance with section 3 (b) of Revised Maximum Price Regulation 506.

Style No.	Glove description	Column A Manufacturer's prices		Column B Wholesalers' prices
		Group I ceiling	Group II ceiling	
80LG	Women's clute cut, 8 ounce white or unbleached canton flannel, single thickness back and palm, 3½" single (1 ply thickness) gauntlet.	$1.52½	$1.65	$1.82½
1000	Men's clute cut 10 ounce white or unbleached canton flannel, single thickness back and palm, 5½" single (1 ply thickness) gauntlet.	2.20	2.40	2.65
6RCW	Women's gunn or fourchette cut 6 ounce white of unbleached canton flannel single thickness back and palm, reversible, knit wrist.	1.35	1.47½	1.62½
44RG	Men's gunn cut 8 ounce white or unbleached canton flannel, single thickness back and palm, reversible 5½" single (1 ply thickness) gauntlet.	2.05	2.22½	2.47½
10RC	Women's gunn or fourchette cut 10 ounce white or unbleached canton flannel, single thickness back and palm, reversible, knit wrist.	1.65	1.80	2.06

(b) The maximum prices authorized in paragraph (a) are subject to the following:

(1) The instructions for manufacturers and wholesalers which preface the tables in Appendix A of RMPR 506;

(2) The provisions in section 4 (a) of RMPR 506 with respect to a manufacturer's "wholesale percentage," and the quota of deliveries which must be made at Group I prices;

(3) The marking and informational requirements of section 6 of RMPR 506. In addition to these requirements, the Newton Glove Manufacturing Company, on all deliveries of the style numbers listed in paragraph (a), made pursuant to this order, on and after September 9, 1944, must place the letter "S" following the lost number or brand name stated on the label, ticket, or other device used to mark the gloves.

(c) The definitions in RMPR 506 shall apply to this order.

(d) The Newton Glove Manufacturing Company must furnish each of its cus-

tomers, who, on or after September 9, 1944, purchases the style numbers listed in paragraph (a) for purposes of resale, a notice in the form set forth below. The Newton Glove Manufacturing Company must also notify each such customer (other than a seller at retail) that he is required in turn to transmit to his customers a copy of the notice set forth below. The notice may be attached to the invoice or may be stamped or printed on the invoice.

This notice is sent to you as required by Order No. 63 under section 4 (b) of Revised Maximum Price Regulation 506 issued by the Office of Price Administration. It lists ceiling prices fixed by OPA for the work glove numbers enumerated in the table below, manufactured by the Newton Glove Manufacturing Company.

OPA has ruled that the Newton Glove Manufacturing Company numbers at or below the prices listed in Column A below, subject to the provisions of section 4 (a) of RMPR 506 with respect to the quota of deliveries which must be made at Group I prices. Wholesalers in turn are authorized to make regular sales at wholesale of these numbers at or below the prices listed in Column B. Retailers will determine their ceiling prices on these numbers in accordance with section 2 of RMPR 506.

Style No.	Column A Manufacturer's prices		Column B Wholesalers' prices
	Group I ceiling	Group II ceiling	
801G–S	$1.52½	$1.65	$1.82½
1000–S	2.20	2.40	2.65
6RCW–S	1.35	1.47½	1.62½
44RG–S	2.05	2.22½	2.47½
10RC–S	1.65	1.80	2.06

You will note that the letter "S" follows the manufacturer's lot number or brand name. This letter indicates that these gloves have been specially priced by OPA under section 4 (b).

(e) This Order No. 63 under Revised Maximum Price Regulation 506 may be revoked or amended by the Price Administrator at any time.

This order shall become effective September 9, 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13907; Filed, Sept. 8, 1944; 4:48 p. m.]

[Rev. Gen. Order 33,[1] Corr. to Amdt. 2]

DELEGATION OF AUTHORITY TO ACT FOR THE ADMINISTRATOR

The amendment to Revised General Order 33, issued August 19, 1944, as Amendment 1 is hereby corrected to read Amendment 2.

Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13964; Filed, Sept. 9, 1944; 11:30 a. m.]

[1] 8 F.R. 4370.

[MPR 188, Rev. Order 2083]

NATIONAL WOOD PRODUCTS CO.

APPROVAL OF MAXIMUM PRICES

Order No. 2083 under § 1499.158 of Maximum Price Regulation No. 188 is revised and amended to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328; *It is ordered:*

(a) This revised order establishes maximum prices for sales and deliveries, of two items of dinette suites manufactured by National Wood Products Company, 1724 East Fifteenth Street, Little Rock, Arkansas.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
5 piece dinette suite	228	$19.93	$23.45
	209	21.84	25.70

These prices are f. o. b. factory, and are for the articles described in the manufacturer's application dated May 9, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the Fourth Pricing Method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this revised order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
5 piece dinette suite	228	$23.45
	209	25.70

These prices are for the articles described in the manufacturer's application dated May 9, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this revised order for such resales. This notice may be given in any convenient form.

(c) This revised order may be revoked or amended by the Price Administrator at any time.

This revised order shall become effective on the 11th day of September 1944.

Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13963; Filed, Sept. 9, 1944, 11:50 a. m.]

[RO 9A, Order 1]

COAL-WOOD HEATING STOVES

ACQUISITION IN CERTAIN EMERGENCY OIL SHORTAGE AREAS

It has been found that coal and wood are relatively scarce in Arizona, in Florida east of the Appalachicola River, and in the counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, Stanislaus, and Tulare in the State of California. It is, therefore, undesirable to limit applicants in these areas to the acquisition of coal-wood heating stoves.

Accordingly, pursuant to the authority vested in the Director of the Fuel Division of the Office of Price Administration by section 2.3 (b) of Ration Order 9A.

It is hereby ordered, That the State of Arizona, the part of the State of Florida east of the Appalachicola River, and the counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, Stanislaus, and Tulare in the State of California are hereby removed, for the purposes of Ration Order 9A, from the emergency oil shortage area.

This order shall become effective September 9, 1944. Issued this 9th day of September 1944.

JOHN G. NEUKOM,
Director,
Fuel Rationing Division.

[F.R. Doc. 44–13962; Filed, Sept. 9, 1944; 11:50 a. m.]

[MPR 188, Amdt. 52 to Order A–1]

BUILDING BRICK AND TILE

ADJUSTMENT OF MAXIMUM PRICES

Amendment No. 52 to Order No. A–1 under § 1499.159b of Maximum Price Regulation No. 188. Manufacturers' maximum prices for specified building

materials and consumers' goods other than apparel.

An opinion accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Order No. A–1 is amended in the following respects:

1. A new paragraph (a) (40) is added to Order No. A–1 to read as follows:

(40) *Modification of maximum prices for building brick (common and unglazed face) and structural clay hollow building tile.* (i) The manufacturers' maximum prices established pursuant to Maximum Price Regulation No. 188, as amended, for shale and clay building brick (smooth, sanded, or wire cut) produced in the States of Ohio, West Virginia, Michigan (except the Upper Peninsula), and in that part of Pennsylvania west of and including Potter, Cameron, Clearfield, Blair and Bedford Counties, may be increased by adding thereto an amount not in excess of $3.75 per thousand for standard size brick to the f. o. b. plant prices or delivered prices. If the manufacturer had an established differential in price during the month of March 1942 for non-standard sizes of building brick (common and unglazed face) he may convert the adjustment granted herein for standard size brick on the basis of the conversion factors or formula in use by him during March 1942 in establishing a price differential between the standard size brick and the non-standard size brick under this adjustment.

(ii) The manufacturers' maximum prices established pursuant to Maximum Price Regulation No. 188, as amended, for structural clay hollow building tile (except ceramic glazed ware) produced in the area described in (i) above, may be increased by adding thereto an amount not in excess of $1.51 per ton to the f. o. b. plant prices or delivered prices.

(iii) Any jobber or dealer purchasing building brick (common and unglazed face) or structural clay hollow building tile for resale from any manufacturer who has modified his maximum prices in accordance with subdivisions (i) and (ii) above, may increase his maximum prices, established under the General Maximum Price Regulation, by the dollars-and-cents amount equal to his actual dollars-and-cents increase in cost resulting from the increase permitted in subdivisions (i) and (ii) above.

(iv) The maximum prices established herein shall be subject to at least the same cash, quantity, and other discounts, transportation allowances, services, and other terms and conditions of sale as the seller extended or rendered on comparable sales to purchasers of the same class during March 1942.

Any price adjustments granted prior to September 11, 1944, for any seller of brick and building tile covered by the provisions stated above are hereby revoked.

*Copies may be obtained from the Office of Price Administration.

2. Paragraph (a) (26) is hereby revoked.

This Amendment No. 52 shall become effective September 11, 1944.

Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13971; Filed, Sept. 9, 1944; 4:34 p. m.]

[MPR 136, Order 294]

CHRYSLER CORP.

ADJUSTMENT OF MAXIMUM PRICES

Order No. 294 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services. Chrysler Corporation; Docket No. 3136–485, Docket No. 6083–136–35a–26.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Orders 9250 and 9328, and § 1390.25a of Maximum Price Regulation 136, as amended; *It is ordered:*

(a) Chrysler Corporation, Detroit, Michigan, is authorized to sell each of the types of Ace Marine Engines M6, Standard and Opposite Rotation, set forth below at the following applicable adjusted maximum price:

Ace marine engine:	*Adjusted maximum price*
Straight	$432.00
1.43–1	483.00
1.95–1	489.00
2.56–1	501.00
3.46–1	536.00
4.90–1	588.00

(b) When the engines listed above are boxed by the Chrysler Corporation, it may add the sum of $11 to the applicable maximum prices set forth above.

(c) Dealers in the types of Ace Marine Engines M6 Standard and Opposite Rotation, mentioned in paragraph (a) shall determine their maximum prices by adding to their maximum prices to each class of purchasers duly in effect just prior to the issuance of this order, the dollars-and-cents amounts by which the dealers costs have been increased due to the adjustment in maximum prices granted to the Chrysler Corporation in paragraphs (a) and (b) of this order.

(d) Chrysler Corporation shall give written notification to the dealers mentioned in paragraph (b) of the amounts by which this order permits them to increase their maximum prices.

(e) Within 30 days after the issuance of this order, the Chrysler Corporation shall file with the Office of Price Administration, Washington, D. C., a copy of the written notification required to be given in pursuance of paragraph (d).

(f) All requests not granted herein are denied.

(g) The issuance of this order shall not relieve the Chrysler Corporation from any liability for violation of any regulation or order issued by the Office of Price Administration.

(h) This order may be amended or revoked by the Administrator at any time.

This order shall become effective September 11, 1944. Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44–13973; Filed, Sept. 9, 1944; 4:35 p. m.]

[MPR 188, Order 2274]

DECORATIVE CHAIR CO., INC.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act, as amended, the Stabilization Act of 1942, as amended, Executive Orders Nos. 9250 and 9328, *It is ordered:*

(a) This order establishes maximum prices for sales and deliveries, of six items of hassocks manufactured by Decorative Chair Company, Inc. 26 South Bank Street, Philadelphia, Pennsylvania.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell the articles from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Hassock	100A	$2.68	$3.15
	100B	1.97	2.32
	100C	1.61	1.89
	200A	3.09	3.64
	200B	2.25	2.65
	200C	1.81	2.13

These prices are f. o. b. factory, are subject to a cash discount of two percent for payment within thirty days for sales to retailers and two percent for payment within ten days for sales to jobbers. The prices are for the articles described in the manufacturer's application dated June 23, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified in subdivision (1) (i) of this paragraph (a), the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington,

D. C., under the fourth pricing method, § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article	Model No.	Maximum price to retailers
		Each
Hassock	100A	$2.32
	100B	3.51
	100C	1.89
	200A	3.64
	200B	2.65
	200C	2.13

These prices are subject to a cash discount of two percent for payment within thirty days, and are for the articles described in the manufacturer's application dated June 23, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 11th day of September 1944. Issued this 9th day of September 1944.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 44-13974; Filed, Sept. 9, 1944; 4:35 p. m.]

[Rev. RO 11,[1] Admin. Exception Order 5]

FEDERAL PUBLIC HOUSING AUTHORITY
TRAILER CAMP, FARRELL, PA.

FUEL OIL RATIONING REGULATIONS

It appears that the Federal Public Housing Authority of the National Housing Agency operates a trailer project for housing war workers at Farrell, Pennsylvania. This project has 200 house trailers equipped with fuel oil burning heating stoves. 97 of the trailers also have fuel oil burning cooking stoves. The trailers are rented to tenants on a weekly basis, the rental including the use of water and electricity. The tenants are required, however, to purchase the fuel oil for the operation of the heating and cooking equipment.

Under Revised Ration Order No. 11, application for a ration for the operation of heating equipment or for the operation of cooking equipment must be made separately for each house trailer. Since the trailers are rented on a weekly basis, there are frequent changes in trailer occupants, each one of whom is required, under the order, to apply for a ration for the operation of the fuel oil burning equipment in the trailer. Rations for the use of heating esuipment are issued for the balance of the heating year which expires August 31, 1945. Although each ration holder is required to surrender to the Board all unused coupons when his ration expires because he has moved from the trailer, many of these occupants may omit to do so. The frequent changes in trailer occupants will also impose an increased burden upon the local Board in requiring it to pass upon a separate application from each new occupant and to issue individual rations in each case.

Application has been made by the Public Housing Authority for an administrative exception order, under General Ration Order 1, permitting it, instead of each trailer tenant, to apply in one application, for a ration to operate the fuel oil burning heating and cooking equipment in all its trailers at its trailer camp at Farrell, Pennsylvania.

The granting of such an exception order will not constitute an exception to or a waiver or variance of any provision setting forth standards of eligibility or need for fuel oil. Nor will the effectiveness or policy of Revised Ration Order No. 11 be defeated or impaired by permitting such application to be made and rations to be issued upon the conditions set forth in this exception order. *It is therefore ordered:*

(a) Federal Public Housing Authority may apply, in the manner provided in this order, to the War Price and Rationing Board having jurisdiction of the area, for rations for the operation of the fuel oil burning heating and cooking equipment in its house trailers located at its trailer camp at Farrell, Pennsylvania, even though the trailer occupants use, and are required to pay for, the fuel oil to operate the equipment. Application for the heat ration shall be made on OPA Form R-1100 (Revised), and the applicant shall include in the application the total floor area of all the house trailers in the camp at the time of application, which are to be heated by fuel oil burning equipment. Application for the cooking ration shall be made on OPA Form R-1103 or R-1103A. The Board may issue the rations to the applicant in accordance with this order.

(b) The allowable ration for heating the house trailer included in the application shall be the amount of fuel oil needed for such purpose not exceeding, however, the mid-point of the range (figured under section 5 of Appendix A of Revised Ration Order 11) for the total floor area submitted. If at any time after the issuance of the ration, the applicant satisfies the Board that the ration issued at the mid-point of the range does not meet its heating needs for the trailers, the Board may issue an additional ration for the purpose, all such rations, however, not to exceed twice the maximum of the range for the floor area submitted.

If the application is made after October 31, 1944, the applicant's allowable ration for heating shall be the amount of the annual ration for the 1944-45 heating year reduced for the period for which it is needed as follows: The appropriate percentages shown opposite the dates between which the ration is needed shall be determined from Revised Table VIII (OPA Form R-1130). The annual ration shall be multiplied by the percentage which is the difference between the appropriate percentages so determined. If the dates are not listed, the appropriate percentages are determined by the Board from the nearest dates which are listed. No allowance may be granted for children.

(c) The allowable ration for cooking in the house trailers shall be the amount of fuel oil the Board determines is needed for such purpose. However, the maximum allowable ration per month for cooking shall not exceed the number of the trailers in which the fuel oil burning equipment will be used for the purpose, multiplied by 30 gallons.

(d) Coupon sheets representing the rations shall be issued, and fuel oil on hand for the purpose shall be deducted, in the manner provided in Revised Ration Order 11. If the applicant is required or is eligible to become a ration bank depositor, fuel oil deposit certificates representing the rations shall be issued in the manner provided in Revised Ration Order 11.

(e) The rations issued pursuant to this order shall be used only to enable the occupants of the applicant's trailers to acquire and use fuel oil for the operation of heating and cooking equipment in these trailers. However, no ration evidences acquired pursuant to this order shall be used to obtain fuel oil for equipment if the applicant knows or has reason to believe that the occupant using the equipment has a separate ration for its operation.

(f) Transfers of fuel oil may be made to occupants of the applicant's trailers in exchange for ration evidences surrendered by the applicant to the transferor.

(g) Before any fuel oil may be acquired under this order by any trailer occupant, the applicant must obtain from the occupant a signed statement that he has been issued no fuel oil ration for the purpose of heating the house trailer, and if he also requires fuel oil for cooking, that no ration has been issued for such purpose. Each statement furnished to the applicant pursuant to this section shall constitute a representation to the Office of Price Administration, and must be retained by the applicant at its place of business for at least two years from the date of its receipt and made available

[1] 9 F. R. 2357.

at all times to the Office of Price Administration.

This order shall become effective September 9, 1944. Issued this 9th day of September 1944.

JEROME M. NEY,
Acting Deputy Administrator in Charge of Rationing.

[F. R. Doc. 44-13972; Filed, Sept. 9, 1944; 4:35 p. m.]

Regional and District Office Orders.

[Region VI Order G-16 Under RMPR 122, Appendix 5]

SOLID FUELS IN PEORIA, ILL., AREA

Appendix No. 5 to Order No. G-16 under Revised Maximum Price Regulation No. 122. Solid fuels sold and delivered by dealers. Maximum prices for solid fuels sold in the Peoria, Illinois, area.

(a) *Applicability.* This Appendix No. 5 applies to sales of solid fuels in the Peoria area. The term "Peoria area" refers to the area within the city limits of Peoria, East Peoria, Bartonville, and Peoria Heights, Illinois. Section (b) of this appendix establishes prices, charges and discounts for sales by equipped rail dealers. Section (c) establishes prices for truckers and mines selling directly to consumers.

(b) *Provisions applicable to equipped rail dealers.* The following subsections shall be applicable to sales by equipped rail dealers:

(1) *Price schedule.* Immediately below, and as a part of this subsection (b) (1) is a price schedule that sets maximum prices for domestic delivered sales of specified kinds and sizes of solid fuels in lots of two tons or more. Discounts for pickups at yard are set forth in subsection (b) (4).

SCHEDULE OF PRICES FOR EQUIPPED RAIL DEALERS

	Domestic delivered cash price 2-ton lots per ton
I. Low volatile bituminous coal from District No. 7 (Southern W. Va. and Va.):	
1. Egg—price classification A	$10.75
2. Stove—(top size larger than 1¼" not exceeding 3"; bottom size smaller than 3") price classification A	10.65
3. Pea—(double screened; top size not exceeding ¾"; bottom size less than ¾") price classification A	9.50
II. High volatile bituminous coal from District No. 8 (Eastern Ky., Northern Tenn., parts of Va. and W. Va.):	
1. Lump—size groups Nos. 1 and 2 (4" and larger) (in price classification D-F, and egg, size group No. 5 (including 6" x 3") in price classification B-E:	
a. From mines in Subdistrict No. 6 (Southern Appalachian)	10.00
b. From all other mines in above classifications	9.75
2. Lump, size group Nos. 1 and 2, in price classifications K-S, and egg, size group No. 5, in price classifications G-N	9.50

SCHEDULE OF PRICES FOR EQUIPPED RAIL DEALERS—Continued

	Domestic delivered cash price 2 ton lots per ton
II. High volatile bituminous coal from District No. 8—Continued.	
8. Stoker, size group No. 10 (double screened, top size not exceeding 1¼"), price classification B-E	$9.40
III. High volatile bituminous coal from District No. 10 (Illinois):	
A. Southern subdistrict:	
1. Egg, size group Nos. 2 and 3 minimum top size 3"; minimum bottom size larger than 2"	8.00
2. Prepared stoker, size group Nos. 22 and 28 (including ¾" x 10 mesh and 5/16 x 10 mesh)	7.30
3. Screenings, size group Nos. 24 and 27—Washed or Dedusted (Screenings including 1¼" top size)	6.80
B. Central subdistrict—price group No. 12:	
1. Egg, size group No. 2 (including 6" x 4", 7" x 4")	5.80
2. Stoker nut, size group No. 20 (including ¾" x 5/16")	6.15
C. Fulton-Peoria subdistrict:	
1. No. 5 seam, lump and egg, size group Nos. 1, 2, and 3 (bottom size larger than 2"); Egg (minimum top size 3"; minimum bottom size larger than 2"); price group No. 24	5.25
2. No. 6 seam, lump, size group No. 1 (larger than 4") price group Nos. 27 and 28	5.80
3. No. 6 seam, egg, size group No. 5 (including 4" x 2") price group Nos. 27 and 28	5.55

SCHEDULE OF PRICES FOR EQUIPPED RAIL DEALERS—Continued

	Domestic delivered cash price 2 ton lots per ton
III. High volatile bituminous coal from District No. 10 (Illinois)—Continued.	
C. Fulton-Peoria subdistrict—Con.	
4. No. 6 seam, stoker nut, size group Nos. 18, 19, and 20 (Maximum top size 1½", minimum bottom size larger than 10 mesh or 3/32") price group Nos. 27 and 28	$6.15
5. No. 5 seam, stoker nut, size group Nos. 18, 19, and 20 (for dimensions see III-C-4 above) price group No. 24	5.10
6. No. 5 seam, washed screenings, size group No. 24 (including 1¼" x 0) price group No. 24	4.50
IV. High volatile bituminous coal from District No. 11 (Indiana):	
A. Linton Sullivan subdistrict:	
1. Block or lump, size group No. 1 (larger than 4") price group No. 16	7.70
V. Coke byproduct	14.85

(2) *Service and other charges.* Immediately below and as a part of this section (2) is a schedule of charges that sets forth prices which an equipped rail dealer may charge for the special services or conveniences described, when rendered in connection with sales of solid fuel covered by this appendix. These charges may be made only if the buyer requests the service or convenience and the equipped rail dealer renders it pursuant to the request. The charges shall be separately stated in the equipped rail dealer's invoice.

SCHEDULE OF CHARGES AND CONVENIENCES

(1) Wheel or carry from curb	$0.50 per ton.
(2) Trimming	$0.75 per 4-ton load.
(3) Carry up or down stairs	$1.00 per ton.
(4) For any credit sale, that is, a sale where the purchase price is not paid at the time the fuel is delivered.	$0.50 per ton.
(5) For any delivered sale of solid fuels less than 2 tons	$0.50 per ton.

(3) *Charge for treatment of coal.* Whenever any equipped rail dealer has been charged by his supplier for the chemical or oil treatment of coal at the mine he may add to the applicable maximum price set by this Appendix No. 5 a treatment charge not in excess of 10¢ per ton. When a treatment charge is made pursuant to this section, the dealer's invoice shall clearly indicate that the fuel that is the subject of the sale has been dust treated and that a charge is being made therefor.

(4) *Discounts for pickup at yard.* The maximum prices provided for in the schedule contained in section (b) (1) shall be subject to a discount of not less than 50¢ per ton if physical delivery of the coal is made at the yard of the equipped rail dealer.

(c) *Price schedule for certain truckers and mines.* The following shall be the maximum price for the named coals when delivered by truck by persons other than equipped rail dealers from mines located in the counties of Tazewell, Peoria, and Fulton, Illinois:

	Domestic delivered cash price 2-ton lots per ton
I. District No. 10—Fulton-Peoria subdistrict: 1. No. 5 seam, lump and egg, size group Nos. 1, 2, and 3 (bottom size larger than 2"); Egg (minimum top size 3" minimum bottom size larger than 2") Price Group No. 24	$5.25

With respect to all other types of coal and all services the maximum prices shall be those established under Revised Maximum Price Regulation No. 122.

(d) *Revocation of Regional Order G-1 under Maximum Price Regulation No. 122, and Appendix No. 4 to G-16.* Order G-1 under Maximum Price Regulation No. 122 (formerly designated as Regional Order No. 5) issued December 12, 1942, and Appendix No. 4 to Order No. G-16 are hereby revoked.

Issued this 28th day of August 1944.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

This Appendix No. 5 to Order No. G-16 shall be effective September 4, 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-13881; Filed, Sept. 8, 1944; 1:06 p. m.]

[Region VIII Order G-3 Under RMPR 269]

POULTRY IN SAN FRANCISCO REGION

Order No. G-3 under Revised Maximum Price Regulation No. 269, as amended. Poultry. Definitions of processing plant and wholesaler.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1429.14 (e) of Revised Maximum Price Regulation No. 269, as amended, and with the approval in writing of the Price Executive of the Poultry, Eggs and Dairy Products Branch of the Food Price Division of the Office of Price Administration and the Division Counsel for Food of the Office of Price Administration, *It is hereby ordered:*

1. (a) The definition of "processing plant", as set forth in § 1429.21 (b) (3) of Revised Maximum Price Regulation No. 269, as amended, shall be modified as follows:

"Processing plant" means any business establishment which purchases or receives live poultry items and which converts the larger part of dollar volume of all poultry items handled from live into dressed, drawn, or quick frozen eviscerated poultry. "Processing plant" does not mean any person who does 75% or more of his dollar volume in the distribution as a "wholesaler" of poultry items converted from live to dressed, drawn, or frozen eviscerated, and who, in the course of such distribution as a "wholesaler", incidentally converts live birds into dressed, drawn, or eviscerated birds, or dressed birds into drawn or eviscerated birds.

2. The definition of "wholesaler" set forth in § 1429.21 (b) (5) of Revised Maximum Price Regulation No. 269, as amended, shall be modified as follows:

"Wholesaler" means any person who possesses all of the following characteristics:

(i) He must customarily receive, or purchase and receive poultry items in wholesale quantities.

(ii) He must maintain at the particular place where he is located, a business establishment where he receives and stocks poultry items, and where he employs a personnel which physically handles and distributes such poultry items to individual retail stores or institutional, industrial, commercial users, naval or military establishments or War Shipping Administration.

(iii) He must customarily sell or distribute poultry items in quantity lots which are smaller than his purchases or receipts to individual retail stores or institutional, industrial, commercial users, naval or military establishments or War Shipping Administration.

(iv) He must customarily sell or distribute at least 75% of his dollar volume of poultry items, exclusive of sales to the United States Government, or any agency thereof, for ultimate consumption within a radius of 100 miles from his place of business: *Provided,* That any person who maintains a business establishment at any place in the State of Arizona, Nevada, or in that portion of the State of Washington lying east of the summit of the Cascade Range, must customarily sell and distribute at least 75% of his dollar volume of poultry items, exclusive of sales to the United States Government, or any agency thereof, for ultimate consumption within a radius of 200 miles. *Provided further,* That any person who maintains a business establishment in the State of Utah need not include in the volume of poultry items sold in the Counties of Elko, White Pine, Lincoln and Clark in the State of Nevada in the 75% dollar volume.

3. This order may be revoked, corrected or amended at any time.

4. This order shall become effective September 11, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E. O. 9328, 8 F.R. 4681)

Issued this 30th day of August 1944.

BEN C. DUNIWAY,
Acting Regional Administrator.

[F. R. Doc. 44-13885; Filed, Sept. 8, 1944; 1:08 p. m.]

[Raleigh Order G-1 Under MPR 426, Revocation]

LETTUCE IN RALEIGH, N. C., DISTRICT

Order revoking Order G-1 under Maximum Price Regulation No. 426. Fresh fruits and vegetables for table use, sales except at retail. Adjustment of maximum prices of sales of lettuce.

For the reasons set forth in an opinion issued simultaneously herewith and under authority vested in the District Director of the Office of Price Administration, Raleigh, North Carolina by Delegation Order 16 issued by the Atlanta Regional Office pursuant to section 2 of Maximum Price Regulation No. 426, *It is hereby ordered,* That Order No. G-1 under Maximum Price Regulation No. 426 issued by the Raleigh, North Carolina District Office of the Office of Price Administration on September 15, 1942 be and the same is hereby revoked.

This order of revocation shall become effective August 23, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681, R.G.O. 51, 9 F.R. 408)

Issued this 23d day of August 1944.

W. HANCE HOFLER,
Acting District Director.

[F. R. Doc. 44-13871; Filed, Sept. 8, 1944; 1:05 p. m.]

[Peoria Order G-1 Under MPR 426 and MPR 285, Amdt. 1]

FRESH FRUITS AND VEGETABLES IN PEORIA, ILL.

For the reasons set forth in the accompanying opinion issued simultaneously herewith and under the authority heretofore duly vested in the District Director by the order of delegation issued by the Regional Office, Region VI, within which the Peoria District Office is located, § 1439.3-15 Appendix H (f), Appendix I (g), Appendix J (l) and Appendix K (r) of Maximum Price Regulation 426 and § 1351.1254a (a) of Maximum Price Regulation 285, Order No. G-1 is hereby amended as follows:

1. The title of Order No. G-1 is hereby amended, so that, as amended, it shall read: "Office of Price Administration, Peoria District Office, Region VI, Order No. G-1 Under § 1439.3-15, Appendix H (f), Appendix I (g), Appendix J (l), Appendix K (r) of Maximum Price Regulation 426 and § 1351.1254a (a) of Maximum Price Regulation 285."

2. Section (a) is hereby amended, so that as amended, it shall read:

(a) *What this order does.* This order determines the limits of the free delivery zone at the wholesale receiving point in Peoria, Illinois. It also establishes differentials for non-delivered sales in the free delivery zone and for delivered sales beyond the free delivery zone. The order applies to such fresh fruit and vegetable items as are now or may hereafter be subject to the price provisions of MPR 285 and Appendices H, I, J and K of MPR 426. The only sellers who are subject to this order are those wholesalers who price under MPR 285 and secondary jobbers and service wholesalers as those terms are used in Appendix H, I, J, and K of MPR 426.

3. Section (c) is hereby amended so that, as amended, it shall read:

(c) *Differentials for non-delivered and delivered sales for items listed in Appendices H, I, J and K of MPR 426—* (1) *Non-delivered sales.* For sales on a non-delivered basis there shall be deducted from the price for delivered sales in the free delivery zone 5¢ per container for standard shipping containers weighing under fifty pounds gross weight and 10¢ per container for standard shipping containers weighing fifty pounds or over gross weight.

(2) *Delivered sales in the free delivery zone.* For deliveries in the free delivery zone, the maximum delivered price shall be the maximum delivered price computed under MPR 426, for the type of sale being made without any deduction from or addition thereto.

(3) *Delivered sales beyond the free delivery zone.* For deliveries beyond the free delivery zone the seller may add to the price for delivered sales in the free delivery zone the sum of 30¢ per cwt. The cwt. charge for commodities covered by Appendices, H, I, J and K shall be figured on the basis of gross weight.

4. This order may be amended, revoked or modified at any time. It shall become effective on the 15th day of July 1944.

(Pub. Law 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681; MPR 426, as amended, 8 F.R. 9546; App. H, 9 F.R. 902; App. I, 9 F.R. 2008; App. J; App. K; MPR 285, as amended, 7 F.R. 10481)

Issued this 13th day of July 1944.

JAS. A. CARRUTHERS,
District Director.

Approved:

DONALD E. SMITH,
Acting Regional Director of Distribution,
War Food Administration.

[F. R. Doc. 44-13882; Filed, Sept. 8, 1944; 1:09 p. m.]

[Region I Order G-9 Under RMPR 122, Revocation]

SPECIFIED SOLID FUELS IN METROPOLITAN BOSTON AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended: *It is hereby ordered,* That Region I Order No. G-9 under Revised Maximum Price Regulation No. 122 (Specified Solid Fuels—Metropolitan Boston Area) be and it hereby is revoked.

This order shall become effective September 11, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 16th day of August 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-13873; Filed, Sept. 8, 1944; 1:05 p. m.]

[Region I Order G-70 Under RMPR 122, Corr. to Amdt. 10]

SOLID FUELS WITHIN SPECIFIED AREAS IN BOSTON REGION

In paragraph (o) (10) (b) (3) of Region I Order No. G-70 under Revised Maximum Price Regulation No. 122, added to said Order G-70 by Amendment No. 10, the figure "2" and the words "two (2)" are corrected to read "10" and "ten (10)", respectively.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 22d day of August 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-13872; Filed, Sept. 8, 1944; 1:05 p. m.]

[Region II Rev. Order G-15 Under RMPR 122, Amdt. 5]

SOLID FUELS IN DESIGNATED AREAS IN MARYLAND

Solid fuels delivered by dealers in Baltimore City and designated portions of Baltimore and Anne Arundel Counties, State of Maryland, Coal Area I.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 123, Revised Order No. G-15 is amended in the following respects:

1. Paragraph (d) is amended by incorporating "Direct-Delivery" prices for buckwheat-sized Virginia anthracite, as follows:

Kind and size of coal	Per net ton	Per net ½ ton	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton)
• •	•	•	•
Virginia anthracite			
• •	•	•	•
Buckwheat	$9.20	$5.10	

2. Paragraph (e) (1) is amended by incorporating a "Yard Sales" price for buckwheat-sized Virginia anthracite, as follows:

Kind and size of coal	Per net ton for sales of ½ ton or more	Per 100 lbs. (for sales of 100 lbs. or more but less than ½ ton)
• • •	•	•
Virginia Anthracite		
• • •	•	•
Buckwheat	$8.20	

This Amendment No. 5 to Revised Order No. G-15 shall become effective August 29, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 28th day of August 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-13874; Filed, Sept. 8, 1944; 1:06 p. m.]

[Savannah Order G-1 Under MPR 426]

FRESH FRUITS AND VEGETABLES IN SAVANNAH, GA.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the District Director of the Savannah, Georgia, District Office, Region IV, by the Emergency Price Control Act of 1942, as amended, Executive Order 9250, Executive Order 9328, Amendment 18 to Maximum Price Regulation 426, and Regional Delegation Orders Nos. 35 and 36, this Order No. G-1 is hereby issued.

SECTION 1. *Purpose of order.* In accordance with the provisions of Amendment 18 to MPR 426, this order establishes free delivery zones and provides maximum prices for delivery services outside of free delivery zones, for delivery of fresh fruits and vegetables by secondary jobbers and service wholesalers in the counties of Appling, Atkinson, Bacon, Baker, Ben Hill, Berrien, Brantley, Brooks, Bryan, Bulloch, Burke, Calhoun, Camden, Candler, Charlton, Chatham, Clay, Clinch, Coffee, Colquitt, Columbia, Cook, Decatur, Dougherty, Early, Echols, Effingham, Emanuel, Evans, Glascock, Glynn, Grady, Irwin, Jeff Davis, Jefferson, Jenkins, Liberty, Lanier, Long, Lowndes, McDuffie, McIntosh, Miller, Mitchell, Montgomery, Pierce, Richmond, Screven, Seminole, Tattnall, Telfair, Tift, Thomas, Toombs, Treutlen, Turner, Ware, Warren, Wayne, Wheeler and Worth in the State of Georgia, and a certain area in the State of South Carolina, as more fully described in section 3 of this order.

SEC. 2. *Definitions.* "Secondary jobber" means a person other than a retailer who for his own account and profit purchases the listed commodity being priced in less-than-carlots or less-than-trucklots and resells it in any quantities.

"Service wholesaler" means a person who maintains a store or warehouse at which the listed commodity being priced is stored, or warehoused, who receives the commodity at the premises of his store or warehouse, who maintains at such store or warehouse facilities for cold storage, ripening, trimming, sorting, washing, packing and other handling of the listed commodity, who employs salesmen to call on the trade in the city or country points which he services, and who sells to retail stores, government procurement agencies or institutional buyers.

"Free delivery zones" are the counties or areas, hereinafter defined in section 3, of this order, in which secondary jobbers or service wholesalers, whose place of business or warehouse is located in the free delivery zone, make delivery to the premises of a purchaser whose place of business or store is located in a free delivery zone, without adding a hauling or freight charge for such delivery, to the markup specified for such sellers in Amendment 18 to MPR 426.

"Paid delivery zones" are all other counties or areas, not specifically set forth in section 3 as free delivery zones, and in which secondary jobbers or service wholesalers are permitted to make a delivery or service charge over and above the markup, specified for such sellers in Amendment 18 to MPR 426, for delivery to a purchaser located outside of a free delivery zone.

"Delivery or service charge" is the hauling or freight charge for delivery to a

purchaser located outside of a free delivery zone by a jobber or service wholesaler.

A delivery charge, for a delivery by a secondary jobber or service wholesaler, outside of a free delivery zone, shall not exceed 30¢ per one hundred pounds. Lower prices may be charged and paid.

SEC. 3. *Free delivery zones.* The following counties or areas are hereby established and designated by this order as free delivery zones:

County	County seat	Free delivery zone
Richmond	Augusta	All of Richmond County and the area in South Carolina, including the town of North Augusta, Granitville, Vaucluse and Aiken, and all of the area situated within a distance of 200 feet of the Right of Way of U. S. Highway #1 between Augusta, Georgia and Aiken, South Carolina, including all towns, villages and communities situated on or adjacent to said highway.
Chatham	Savannah	All of Chatham County with the exception of the area known as the Island of Greater Tybee, which includes Savannah Beach.
Bulloch	Statesboro	All of Bulloch County.
Toombs	Vidalia	All of Toombs and Candler Counties.
Glynn	Brunswick	All of Glynn County.
Ware	Waycross	All of Ware County and the area in Pierce County within the corporate limits of the Town of Blackshear and the area of Pierce County situated within a distance of 200 feet of the Right of Way of Georgia State Highway #38, between the Town of Blackshear and Ware County, including all Towns, Villages and communities situated on or adjacent to said highway.
Coffee	Douglas	All of Coffee County.
Lowndes	Valdosta	All of Lowndes County.
Thomas	Thomasville	All of Thomas County.
Dougherty	Albany	All of Dougherty County.

SEC. 4. *Adjustments.* This order may be revoked, amended or corrected at any time.

SEC. 5. *Evasion.* On and after the effective date of this order, persons violating any provision or provisions of this order, whether by direct or indirect methods, in connection with any offer, solicitation or agreement, are subject to the penalties provided for by the Emergency Price Control Act of 1942.

SEC. 6. *Effective date.* This order becomes effective on and after August 15, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of August 1944.

R. E. THORPE,
District Director.

[F. R. Doc. 44-13876; Filed, Sept. 8, 1944; 1:10 p. m.]

[Region V Order G-1 under RMPR 122, Amdt. 8]

SOLID FUELS IN ST. LOUIS, MO., AREA

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V by § 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the Opinion issued simultaneously herewith; *It is ordered:*

Section (c), Price Schedule (1), I (c), DuQuoin Sub-District (Price Group 11), is amended to read as follows:

(C) DuQuoin sub-district (price group 11):

(1) Lump, larger than 4"	$7.05
(2) Egg, top size—no limit, bottom size 4" to larger than 2"	7.10
(3) Stoker, ¾" x 10 Mesh	6.65
(4) Stoker, single screened coals; top size 1½" and smaller (raw)	5.80

This order shall become effective the 4th day of September, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this 30th day of August 1944.

C. B. BRAUN,
Acting Regional Administrator.

[F. R Doc. 44-13879; Filed, Sept. 8, 1944; 1:09 p. m.]

[Region V, Order G-2 under RMPR 122, Amdt. 3]

SOLID FUELS IN KANSAS CITY, MO.-KANS., AREA

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V by § 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the opinion issued simultaneously herewith; *It is ordered:*

Paragraph (d), Price Schedule, section III (C), Production Groups 4 and 5, is amended and changed to read as follows:

(C) Production groups 4 and 5.

The following maximum price is for the specified size of bituminous coal produced at mines in Ray, Clay, Caldwell, Daviess, Clinton, Carroll, Lafayette and Saline Counties, Missouri, with the exception of mines included in Lafayette County and Ray County, Missouri, as set forth under (2) and (3) below:

(1) Lump (bottom size 2" or larger), $7.00.

The following maximum price is for the specified size of bituminous coal produced in Lafayette County by Mine No. 7, Farmers Coal Mining Company, Mine Index No. 49, and the Western Coal Mining Company, Mine Index No. 140:

(2) Lump (bottom size 2" or larger), $8.00.

The following maximum price is for the specified size of bituminous coal produced in Ray County by the Elmira Coal Company, Mine Index No. 48:

(3) Lump (bottom size 2" or larger), $8.60.

Paragraph (d), Price Schedule, Section IV is amended to read as follows:

IV. *Briquettes.*

(1) Standard briquettes produced in Kansas City, Missouri, manufactured from District 14 coal, $11.75.

(2) Above briquettes sacked (25 lbs.), $13.75.

(3) Above briquettes sacked (25 lbs.) f. o. b. yard, per sack, $0.20.

This order shall become effective the 4th day of September 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this 30th day of August 1944.

C. B. BRAUN,
Acting Regional Administrator.

[F. R. Doc. 44-13878; Filed, Sept. 8, 1944; 1:10 p. m.]

[Region V Order G-5 Under RMPR 122, Amdt. 2]

SOLID FUELS IN ST. JOSEPH, MO.

Pursuant to the Emergency Price Control Act of 1942, as amended, and the authority vested in the Regional Administrator of Region V by § 1340.260 of Revised Maximum Price Regulation No. 122, and for the reasons set forth in the opinion issued simultaneously herewith; *It is ordered:*

Section (c), Price Schedule III, (E) Production Group 4, as amended, is amended to read as follows:

(E) Production group 4.

The following maximum price is for the specified size of bituminous coal produced at underground mines in Caldwell, Carroll, Clay, Clinton, Daviess, and Ray Counties, except bituminous coal produced in Ray County by the Elmira Coal Mining Company, Mine Index No. 48:

(1) Lump (bottom size 2" and larger), $8.00.

The following maximum price is for the specified size of bituminous coal produced in Ray County by the Elmira Coal Mining Company, Mine Index No. 48:

(2) Lump (bottom size 2" and larger), $8.60.

This order shall become effective the 4th day of September, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued at Dallas, Texas, this 30th day of August 1944.

C. B. BRAUN,
Acting Regional Administrator.

[F. R. Doc. 44-13877; Filed, Sept. 8, 1944; 1:09 p. m.]

[Peoria Order G-2 Under MPR 426 and MPR 285, Amdt. 1]

FRESH FRUITS AND VEGETABLES IN PEORIA, ILL.

For the reasons set forth in the accompanying opinion issued simultaneously herewith and under the authority heretofore duly vested in the District Director by the order of delegation issued by the Regional Office, Region VI, within which the Peoria District Office is located, § 1439.3-15, Appendix H (f), Appendix I (g), Appendix J (l) and Appendix K (r) of Maximum Price Regulation 426 and § 1351.1254a (a) of Maximum Price Reg-

ulation 285, Order No. G–2 is hereby amended as follows:

1. The title of Order No. G–2 is hereby amended, so that as amended, it shall read:

"Office of Price Administration, Peoria District Office Region VI, Order No. G–2 Under § 1439.3–15, Appendix H (f), Appendix I (g), Appendix J (l), Appendix K (r) of Maximum Price Regulation 426 and § 1351.1254a (a) of Maximum Price Regulation 285."

2. Section (a) is hereby amended, so that as amended, it shall read:

(a) *What this order does.* This order determines the limits of the free delivery zone at the wholesale receiving point of Joliet, Illinois. It also establishes differentials for non-delivered sales in the free delivery zone and for delivered sales beyond the free delivery zone. The order applies to such fresh fruit and vegetable items as are now or may hereafter be subject to the pricing provisions of MPR 285 and Appendices H, I, J and K of MPR 426. The only sellers who are subject to this order are those wholesalers who price under MPR 285 and secondary jobbers and service wholesalers as those terms are used in Appendices H, I, J and K of MPR 426.

3. Section (c) is hereby amended so that, as amended, it shall read:

(c) *Differentials for non-delivered and delivered sales for items listed in Appendices H, I, J, and K of MPR 426*—(1) *Non-delivered sales.* For sales on a non-delivered basis there shall be deducted from the price for delivered sales in the free delivery zone 5¢ per container for standard shipping containers weighing under fifty pounds gross weight and 10¢ per container for standard shipping containers weighing fifty pounds or over gross weight.

(2) *Delivered sales in the free delivery zone.* For deliveries in the free delivery zone, the maximum delivered price shall be the maximum delivered price computed under MPR 426, for the type of sale being made without any deductions from or addition thereto.

(3) *Delivered sales beyond the free delivery zone.* For deliveries beyond the free delivery zone the seller may add to the price for delivered sales in the free delivery zone the sum of 25¢ per cwt. The cwt. charge for commodities covered by Appendices H, I, J, and K shall be figured on the basis of gross weight.

4. This order may be amended, revoked or modified at any time. It shall become effective on the 15th day of July 1944.

(Pub. Law 421 and 729, 77th Cong.; E.O. 9250, 7 F..R 7871, and E.O. 9328, 8 F.R. 4681; MPR 426, as amended, 8 F.R. 9546; App. H, 9 F.R. 902; App. I, 9 F.R. 2008; App. J; App. K; MPR 285, as amended, 7 F.R. 10481)

Issued this 13th day of July 1944.

JAS. A. CARRUTHERS,
District Director.

Approved:

DONALD E. SMITH,
Acting Regional Director,
War Food Administration.

[F. R. Doc. 44–13883; Filed, Sept. 8, 1944; 1:08 p. m.]

[Region IV Rev. Order G–18 Under RMPR 122]

SOLID FUELS IN COBB AND CHEROKEE COUNTIES, GA.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator, Region IV, Office of Price Administration, by § 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered,

(a) *What this order does.* (1) This order establishes maximum prices for sales of specified solid fuels when the delivery is made to any point in the area set out in paragraph (c) hereinafter.

(2) Paragraph (c) of this order contains a price schedule applicable to sales of the solid fuels named therein. Special charges and discounts applicable to such sales are likewise found in that paragraph.

(b) *What this order prohibits.* Regardless of any contract, agreement, or other obligation, no person shall:

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order, but less than maximum prices may, at any time, be charged, paid or offered; or

(2) Obtain a higher than maximum price by:

(i) Charging for a service which is not expressly requested by the buyer or which is not specifically authorized by this Order;

(ii) Using any tying agreement by making any requirement that anything other than the fuel requested by the buyer be purchased by him; or

(iii) Using any other device by which a higher than maximum price is obtained, directly or indirectly.

(c) *Price schedule: Consumer sales.* (1) This price schedule sets forth maximum prices for sales of specified solid fuels when delivery is made to any point in Cobb or Cherokee Counties, Georgia.

(i) *"Direct delivery or Domestic" basis.*

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.	Per ¼ ton 500 lbs.
Block, 6" or 8" (size group No. 1) in price classification M	$9.40	$4.95	$2.60
Block, 5" and chunk, 5" x 5" (size group No. 2):			
(*a*) In price classification A	9.70	5.10	2.68
(*b*) In price classifications C–N	9.00	4.75	2.50
Egg, 3" x 5" (size group No. 6) and 2" x 5" (size group No. 7) in price classification A	9.10	4.80	2.53
Egg, 3" x 5" (size group No. 6) in price classifications E–K, and 2" x 5" (size group No. 7) in price classification J	8.30	4.40	2.33
Egg, 3" x 8" (size group No. 4) in price classification M	8.90	4.70	2.48
Stoker, top size not exceeding 1¼", bottom size less than 1¼" (size group No. 10)—all price classifications—untreated	8.90	4.70	2.48
Yard slack	6.50	3.50	1.88

(2) *Maximum authorized service charges and required deductions*—(i) *Carry or wheel service.* If a buyer requests such service, the dealer may not charge more than 50¢ per ton therefor.

(ii) *Yard sales.* When the buyer picks up the solid fuel covered by this order at the dealer's yard, the dealer must reduce the domestic price at least 50¢ per ton.

(iii) *Sacked coal.* A dealer may not charge more than 50¢ per 100 lb. bag of egg coal at the yard, or delivered, sack not included.

(iv) *Delivery zone.* For deliveries made beyond the corporate limits of the city or township in which the dealer's yard is located, the dealer may add 10¢ per ton per mile with a minimum charge of 50¢ for such deliveries. Such delivery charge, if added, must be stated separately from all other charges on the invoice.

(v) *Treated coals.* If a dealer's supplier has subjected the coal to oil or calcium chloride treatment to allay dust or to prevent freezing and makes a charge to the dealer therefor, the dealer selling such coal may add to the applicable maximum price set by this order the amount of such charge, not to exceed 10¢ per net ton. Any such treatment charge shall be stated separately from all other charges on the invoice.

(vi) *Credit.* No additional charge over the prices listed in this schedule may be made for the extension of credit.

(d) *Ex Parte 148 Freight Rate Increase; transportation tax*—(1) *The freight rate increase.* Since the Ex Parte 148 Freight Rate Increase has been rescinded by the Interstate Commerce Commission, the dealer's freight rates are the same as those of December, 1941; therefore, no dealer may increase any price specified herein on account of freight rates.

(2) *The transportation tax.* Only the transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected, in addition to the maximum prices set by this order. It may be collected only if the dealer states such tax separately from the price of the coal on the invoice. (The tax need not be stated separately on sales to the United States or any agency thereof—see amendment 12 to Revised Maximum Price Regulation No. 122.) No part of this tax may be collected in addition to the maximum prices specified on sales of one-quarter ton or lesser amounts of coal, or on sales of any quantity of bagged coal.

(e) *Addition of increases in supplier's prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in his purchase cost or in his supplier's maximum prices occurring after the effective date hereof, but increases in the maximum prices set hereby, to reflect such increases are within the discretion of the Administrator or of the Regional Administrator of Region IV.

(f) *Power to amend or revoke.* This order, or any provision thereof, may be revoked, amended, or corrected at any time by the Administrator or by the Regional Administrator of Region IV.

(g) *Petitions for amendment.* Any person seeking an amendment of this order may file a petition for amendment with the Administrator in accordance with the provisions of Revised Procedural Regulation No. 1, or in the alternative, may file such petition with the Regional Administrator, Region IV, Office of Price Administration, Candler

Building, Atlanta, 3, Georgia. If such petition is filed with the Regional Administrator, action thereon shall be taken by him. When such a petition is filed with the Regional Administrator, all requirements of Revised Procedural Regulation No. 1, relative to the filing of such petitions, are applicable except the place of filing specified therein.

(h) *Applicability of other regulations*—(1) *Licensing and registration.* Every dealer subject to this order is subject to the licensing and registration provisions of Sections 15 and 16 of the General Maximum Price Regulation. These sections provide, in brief, that a license is required of all persons selling, at retail, commodities for which maximum prices are established. A license is automatically granted. It is not necessary to apply for a license, but a dealer may later be required to register. A license may be suspended for violations in connection with the sale of any commodity for which maximum prices are established. If a dealer's license is suspended, he may not sell any such commodity during the period of suspension.

(2) *Effect of this order on Revised Maximum Price Regulation No. 122.* To the extent applicable, the provisions of this order supersede the provisions of Revised Maximum Price Regulation No. 122.

(i) *Records and reports.* Every person making sales of solid fuels for which maximum prices are established by this order shall keep a record thereof showing the date, the name and address of the buyer, if known, the per net ton price charged, and the solid fuel sold. The solid fuel shall be identified in the manner in which it is described in this order. This record shall also separately state each service rendered and the charge made therefor.

(1) It is not necessary that these records or your maximum prices be filed with the War Price and Rationing Board.

(j) *Posting of maximum prices; sales slips and receipts.* (1) Each dealer subject to this order shall post all the maximum prices set hereby for all of his types of sales. He shall post his prices in his place of business in a manner plainly visible to, and understandable by, the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuels.

(2) Every dealer selling solid fuels for the sale of which a maximum price is set by this order shall, within 30 days after the date of delivery of the fuel, give to the buyer a statement showing: the date of the sale, the name and address of the dealer and of the buyer, the kind, size, and quantity of the solid fuel sold, the price charged, and separately stating any item which is required to be separately stated by this order. This paragraph (j) (2) shall not apply to sales of quantities of less than one-quarter ton or to sales of bagged coal unless the dealer customarily gave such a statement on such sales.

(3) In the case of all other sales, every dealer who during December, 1941 customarily gave buyers sales slips or receipts shall continue to do so. If a buyer requests of a seller a receipt showing the name and address of the dealer, the kind, size, and quantity of the solid fuel sold to him, or the price charged, the dealer shall comply with the buyer's request as made by him.

(k) *Enforcement.* (1) Persons violating any provisions of this order are subject to the civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violations of this order are urged to communicate with the nearest District Office of the Office of Price Administration.

(l) *Definitions and explanations.* When used in this order the term:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States, any other government, or any agency or subdivision of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer, and deliver, and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "seller", "buy", "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuels except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping or chuting the fuel from the seller's truck directly into the buyer's bin or storage space; but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(i) "Direct delivery" of bagged fuel or of any fuel in one-quarter ton or lesser lots always means delivery to the buyer's storage space.

(5) "Carry" and "wheel" refer to movement of fuel to the buyer's bin or storage space by wheel barrow, barrel, sack, or otherwise from the seller's truck or from the point of discharge therefrom when made in the course of "direct delivery".

(6) "Yard sales" means deliveries made by the dealer in his customary manner, at his yard, or at any place other than his truck.

(7) "District No." refer to the geographical bituminous coal producing districts as delineated and numbered by the Bituminous Coal Act of 1937, as amended, as they have been modified by the Bituminous Coal Division and as in effect at midnight, August 23, 1943.

(8) "Lump, egg, stove, stoker, etc." sizes of bituminous coal refer to the size of such coal as defined in the Bituminous Coal Act of 1937, as amended, and as prepared at the mine in accordance with the applicable minimum price schedule as promulgated by the Bituminous Coal Division of the United States Department of the Interior and in effect (or established) as of midnight, August 23, 1943, except that "run-of-mine" shall be that size sold as such by the dealer.

(9) Except as otherwise provided herein, or except as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122 shall apply to the terms used herein.

(m) This Revised Order No. G–18 under Revised Maximum Price Regulation No. 122 incorporates substantially the same provisions as are found in Order No. G–18 under Revised Maximum Price Regulation No. 122, except that, as stated in the accompanying opinion, changes have been made in the price list; therefore, as of the effective date hereof, this revised order supersedes said Order No. G–18.

NOTE: The record keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order shall become effective September 4, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued August 29, 1944.

ALEXANDER HARRIS,
Regional Administrator.

[F. R. Doc. 44–13875; Filed, Sept. 8, 1944; 1:06 p. m.]

[Peoria Order G–3 Under MPR 426 and MPR 285, Amdt. 1]

FRESH FRUITS AND VEGETABLES IN PEORIA, ILL.

For the reasons set forth in the accompanying opinion issued simultaneously herewith and under the authority heretofore duly vested in the District Director by the order of delegation issued by the Regional Office, Region VI, within which the Peoria District Office is located, § 1439.3–15, Appendix H (f), Appendix I (g), Appendix J (1) and Appendix K (r) of Maximum Price Regulation 426 and § 1351.1254a (a) of Maximum Price Regulation 285, Order No. G–3 is hereby amended as follows:

1. The title of Order No. G–3 is hereby amended, so that, as amended, it shall read: "Office of Price Administration, Peoria District Office, Region VI, Order No. G–3 under § 1439.3–15, Appendix H (f), Appendix I (g), Appendix J (1), Appendix K (r) of Maximum Price Regulation 426 and § 1351.1254a (a) of Maximum Price Regulation 285."

2. Section (a) is hereby amended, so that as amended, it shall read:

(a) *What this order does.* This order determines the limits of the free delivery zone at the wholesale receiving point of the Cities of Bloomington and Normal, Illinois. It also establishes differentials for non-delivered sales in the free delivery zone and for delivered sales beyond the free delivery zone. The order applies to such fresh fruit and vege-

table items as are now or may hereafter be subject to the pricing provisions of MPR 285 and Appendices H, I, J and K of MPR 426. The only sellers who are subject to this order are those wholesalers who price under MPR 285 and secondary jobbers and service wholesalers as those terms are used in Appendices H, I, J and K of MPR 426.

3. Section (c) is hereby amended so that, as amended, it shall read:

(c) *Differentials for non-delivered sales and delivered sales for items listed in Appendices H, I, J and K of MPR 426*—(1) *Non-delivered sales.* For sales on a non-delivered basis there shall be deducted from the prices for delivered sales in the free delivery zone 5¢ per container for standard shipping containers weighing under fifty pounds gross weight and 10¢ per container for standard shipping containers weighing fifty pounds or over gross weight.

(2) *Delivered sales in the free delivery zone.* For deliveries in the free delivery zone, the maximum delivered price shall be the maximum delivered price computed under MPR 426, for the type of sale being made without any deduction from or addition thereto.

(3) *Delivered sales beyond the free delivery zone.* For deliveries beyond the free delivery zone the seller may add to the price for delivered sales in the free delivery zone the sum of 20¢ per cwt. The cwt. charge for commodities covered by Appendices, H, I, J and K shall be figured on the basis of gross weight.

4. This order may be amended, revoked or modified at any time. It shall become effective on the 15th day of July 1944.

(Pub. Law 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, and E.O. 9328, 8 F.R. 4681; MPR 426, as amended, 8 F.R. 9546; App. H, 9 F.R. 902; App. I, 9 F.R. 2008; App. J, App. K; MPR 285, as amended, 7 F.R. 10481)

Issued this 13th day of July 1944.

JAS. A. CARRUTHERS,
District Director.

Approved:

DONALD E. SMITH,
Acting Regional Director,
War Food Administration.

[F. R. Doc. 44-13884; Filed, Sept. 8, 1944; 1:08 p. m.]

[Region VI Order G-11 Under RMPR 165, Amdt. 1]

CUSTOM LUMBER SAWING SERVICES IN SOUTHWESTERN WISCONSIN

For the reasons set forth in the accompanying opinion and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.114 (d) of Maximum Price Regulation No. 165, as amended, and by sections 3 and 16 (a) of Revised Maximum Price Regulation No. 165, Services, *It is hereby ordered:*

(a) Order No. G-11 under Revised Maximum Price Regulation No. 165, (formerly Maximum Price Regulation 165, as amended, Services, "Adjusted Prices for Custom Lumber Sawing Services in Southwestern Wisconsin," is hereby amended by the addition of paragraphs "(g)" and "(h)" to read as follows:

(g) *Records* shall be maintained and preserved by each custom sawyer, for examination at any time by the Office of Price Administration, relative to the costs and revenues resulting from the performance of custom sawing services affected by this order. Such records shall disclose, for each calendar month, the following information as a minimum:

CUSTOM LUMBER SAWING SERVICES ONLY

(1) Income:	*Amount*	*Footage*
Sawing for grade (standard sizes)	$------	------
Sawing alive	------	------
Sawing for special sizes	------	------
Piling	------	------
(2) Manufacturing expense:		
Employees' wages: [1]		
Sawing for grade (standard sizes)	------	*Hours* ------
Sawing alive	------	------
Sawing for special sizes	------	------
Piling	------	------
Moving portable mills	------	
Supplies, repairs, power, oil, greases	------	
Other (specify)	------	
(3) Overhead expense:		
Depreciation [2]	------	
Social Security	------	
Workmen's compensation insurance	------	
Other (specify)	------	

[1] Show the number of employees.
[2] Indicate the probable life of equipment together with its original cost.

(h) A copy of this order and of any amendments thereto shall at all times be kept available, for inspection by any person, on the premises of any person supplying custom lumber sawing services.

This amendment shall become effective September 1, 1944.

NOTE: The record keeping and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Laws 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 31st day of August 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-13880; Filed, Sept. 8, 1944; 1:05 p. m.]

[Region I Rev. Supp. Order 2 under RMPR 122, Amdt. 3]

PENNSYLVANIA ANTHRACITE IN BOSTON REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Region I Revised Supplementary Order No. 2 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. In the table in paragraph (a), the words "Raven Run" and "or Delano" are deleted from the heading "Raven Run, Orange Disc or Delano" so that said heading will read simply "Orange Disc".

2. The following is added to the table in paragraph (a):

Kind and size	Amount of addition			
	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Delano:				
Broken, egg, stove, chestnut, and pea	$0.50	$0.25	$0.15	None
Buckwheat	.40	.20	.10	None
Rice	.10	.05	None	None

3. Subparagraph (16) of paragraph (e) is amended to read as follows:

(16) Delano means that Pennsylvania Anthracite which is produced by Delano Anthracite Colliery Company, Ashland, Pennsylvania and prepared at its Delano Breaker or its Park Breaker and which meets the quality and preparation standards established by Order No. 21 under Maximum Price Regulation No. 112.

4. Subparagraph (11) of paragraph (e) is revoked.

This Amendment No. 3 shall become effective September 11, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued this 1st day of September 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-13916; Filed, Sept. 8, 1944; 4:47 p. m.]

[Region I Supp. Order 8, Under RMPR 122, Amdt. 2]

PENNSYLVANIA ANTHRACITE IN LAWRENCE, MASS., AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122 and the Emergency Price Control Act of 1942, as amended, Region I, Supplementary Order No. 8 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. The provision for "Raven Run" in paragraph (c) is revoked.

2. The sentence at the end of paragraph (c), reading "In addition, all references to 'Colonial' are deleted", is amended to read as follows:

In addition, all references to "Colonial" and "Raven Run" are deleted.

3. The last item in the list of orders in paragraph (d), added by Amendment No. 1 to this Supplementary Order No. 8 and reading "Subparagraph (3) of paragraph (o) of G-70 (Appendix 3) * * * Pittsfield, Massachusetts * * * (f)" is revoked.

This Amendment No. 2 shall become effective September 11, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 2d day of September 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-13910; Filed, Sept. 8, 1944; 4:45 p. m.]

[Region I Order G-70 Under RMPR 122, Amdt. 11]

SOLID FUELS IN BOSTON REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by §§ 1340.259 (a) (1) and 1340.260 of Revised Maximum Price Regulation No. 122, Region I Order No. G-70 under Revised Maximum Price Regulation No. 122 is amended in the following respects:

1. Subparagraph (f) in paragraph (o) (1) (Appendix 1: Specified Solid Fuels—Plymouth, New Hampshire Area) is revoked.

2. Subparagraph (f) in paragraph (o) (2) (Appendix 2: Specified Solid Fuels—Greenfield, Massachusetts Area) is revoked.

3. Subparagraph (f) in paragraph (o) (3) (Appendix 3: Specified Solid Fuels—Pittsfield, Massachusetts Area) is revoked.

4. Subparagraph (f) in paragraph (o) (4) (Appendix 4: Specified Solid Fuels—Springfield, Massachusetts Area) is revoked.

5. Subparagraph (f) in paragraph (o) (5) (Appendix 5: Specified Solid Fuels—Holyoke, Massachusetts Area) is revoked.

6. Subparagraph (f) in paragraph (o) (8) (Appendix 8: Specified Solid Fuels—Amherst, Massachusetts Area) is revoked.

7. Paragraph (e) is amended to read as follows:

(e) *Named Pennsylvania Anthracites.* (1) The additions specified in subparagraph (2) of this paragraph (e) may be added to the specific maximum prices set forth for Pennsylvania Anthracite in any Appendix contained in paragraph (o) of this Order G-70 if the following conditions are observed:

(a) The named coal is not mixed with a coal which is not named, or with any other named coal, either in storage or delivery: *Provided, however,* That if a purchaser requests a delivery of a mixture of two or more coals, the dealer may comply with such request if the quantity of each is separately weighed, the price charged does not exceed the weighted average of the maximum prices for the individual coals and the invoice or similar document delivered to the purchaser clearly states the quantity of each coal in the mixture, identified by the terms used herein: *And provided further,* That two or more named coals which carry the same increase may be mixed or two or more which carry different increases may be mixed and sold at the increased price provided for that one which carries the lowest increase, in either of which cases the name used may be that of any named coal in the mixture except one carrying a greater increase than that permitted by this proviso;

(b) An invoice or similar document is delivered to the purchaser which describes the coal by the name used in this order;

(c) The records kept by the dealer, pursuant to the record-keeping clause of this order, clearly identify the named coals by the names used in this order, and are complete and accurate as to any mixtures permitted by subparagraph (a) above and as to the composition thereof and name or names used therefor; and

(d) The dealer preserves and keeps available for examination by the Office of Price Administration, for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, all invoices and other records of his purchases of named coals.

(2) The additions which may be made for the following sizes of listed named Pennsylvania Anthracite coals, when the conditions set forth in subparagraph (1) of this paragraph (e) are observed, shall be as follows: *Provided, however,* That if a specific provision is made in a particular Appendix in paragraph (o) for specified sizes of a particular named Pennsylvania Anthracite, that provision shall govern instead of the additions set forth below.

Kind and size	Amount of addition			
	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Jeddo Highland:				
Broken, egg, stove, chestnut, pea and buckwheat	$0.25	$0.15	$0.05	None
Rice	.15	.10	None	None
Franklin:				
Broken	.75	.40	.20	$0.05
Egg	1.00	.50	.25	.05
Stove	1.25	.65	.30	.05
Chestnut	.30	.15	.05	None
Rice	.10	.05	None	None
Greenwood: Egg, stove, chestnut and pea	.25	.15	.05	None
Salem Hill:				
Egg and stove	.85	.45	.20	.05
Chestnut	.45	.25	.10	None
Brooder nut	.70	.35	.20	.05
Pea	.40	.20	.10	None
Rice	.20	.10	.05	None
Silver Brook:				
Broken, egg, stove, chestnut, pea and buckwheat	.45	.25	.10	None
Rice	.35	.20	.10	None
Leggitts Creek or Black Stork:				
Broken, egg, stove, chestnut, and pea	.65	.35	.15	None
Buckwheat	.50	.25	.15	None
Rice	.10	.05	None	None
Repplier:				
Broken, egg, stove, chestnut and pea	.50	.25	.15	None
Buckwheat, rice and barley	.40	.20	.10	None
East Bear Ridge:				
Broken, egg, stove, chestnut, pea, buckwheat and rice	.25	.15	.05	None
Barley	.15	.10	None	None
Dial Rock:				
Broken, egg, stove, chestnut, pea, buckwheat and rice	.25	.15	.05	None
Steele or Alden:				
Broken, egg, stove, chestnut, pea and buckwheat	.25	.15	.05	None
Rice	.10	.05	None	None
Orange Disk:				
Broken, egg, stove, chestnut, pea, buckwheat and rice	.10	.05	None	None
Delano:				
Broken, egg, stove, chestnut and pea	.50	.25	.15	None
Buckwheat	.40	.20	.10	None
Rice	.10	.05	None	None

8. Subparagraph (9) of paragraph (1) is amended to read as follows:

(9) "Named Pennsylvania Anthracite" means the following Pennsylvania Anthracite coals: Jeddo Highland, Franklin, Greenwood, Salem Hill, Silver Brook, Leggitts Creek and Black Stork, East Bear Ridge, Dial Rock, Orange Disc, Delano, Repplier, Steele and Alden.

9. Subparagraphs (15), (18) and (19) of paragraph (1) are revoked.

10. Subparagraph (23) of paragraph (1) is amended to read as follows:

(23) "Delano" means that Pennsylvania Anthracite which is produced by Delano Anthracite Colliery Company, Ashland, Pennsylvania and prepared at its Delano Breaker or its Park Breaker and which meets the quality and preparation standards established by Order No. 21 under Maximum Price Regulation No. 112.

11. Subparagraphs (34), (35) and (36) are added to paragraph (1) to read as follows:

(34) "Repplier" means that Pennsylvania Anthracite which is produced and prepared by Repplier Coal Company at its New Castle Colliery and which meets the quality and preparation standards established by Order No. 15 under Maximum Price Regulation No. 112.

(35) "Steele" means that Pennsylvania Anthracite which is produced and prepared by T. F. Steele Coal Company, Junedale, Pennsylvania, and which meets the quality and preparation standards established by Order No. 16 under Maximum Price Regulation No. 112.

(36) "Alden" means that Pennsylvania Anthracite which is produced and prepared by Alden Coal Company, Wilkes-Barre, Pennsylvania, and which meets the quality and preparation standards established by Order No. 17 under Maximum Price Regulation No. 112.

12. Subparagraph (b) (4) of paragraph (o) (9) (Appendix 9: Specified Solid Fuels—Metropolitan Boston Area) is amended to read as follows:

(4) *Certain named Pennsylvania Anthracite coals.* Notwithstanding the provisions of paragraph (e) (2) of this Order G-70, the specific maximum prices set forth above for Pennsylvania Anthracite may be increased by the following amounts when the following sizes of Jeddo Highland and Franklin are sold, if the conditions set forth in paragraph (e) (1) of this Order G-70 are observed:

Kind and size	Amount of addition			
	Per net ton	Per ½ ton	Per ¼ ton	Per 100 lbs.
Jeddo Highland:				
Broken egg, stove, chestnut, and pea	$0.50	$0.25	$0.10	$0.05
Buckwheat and rice	.25	.10	.05	None
Franklin:				
Broken and chestnut	.75	.35	.20	.10
Egg	1.00	.50	.25	.10
Stove	1.25	.60	.30	.10
Rice	.10	.05	None	None

This Amendment No. 11 shall become effective September 11, 1944.

(56 Stat. 23, 765, 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of September 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-13911; Filed, Sept. 8, 1944; 4:45 p. m.]

[Region VI Order G-8 Under RMPR 122, Amdt. 5]

SOLID FUELS IN MADISON, WIS.

Pursuant to the authority vested in the Regional Administrator of Region VI by § 1340.260 of Revised Maximum Price Regulation No. 122, as amended, and for reasons stated in the opinion issued herewith, *it is ordered* that paragraphs (b) and (c) of Order No. G-8, as amended, be, and they are hereby, amended to read as follows:

(b) *What this order prohibits.* Regardless of any obligation, no person shall:

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G-8; but less than the maximum prices may at any time be charged, paid or offered.

(2) Obtain a higher than maximum price by:

(i) Charging for a service unless expressly requested by the buyer and unless specifically authorized to do so by this order,

(ii) Charging a price higher than the schedule price for a service,

(iii) Making a charge higher than the schedule charge authorized for the extension of credit,

(iv) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, or

(v) Using any other device by which a higher than maximum price is obtained, directly or indirectly.

(c) *Price schedule.* (1) Immediately below and as part of this paragraph (c) (1) is a schedule which sets forth maximum prices per net ton for sales by direct delivery of specified sizes, kinds, and quantities of solid fuels. Column 1 describes the coal for which prices are established; columns 2 and 3 show maximum gross and net prices, respectively, for sales of coal delivered in quantities less than 3 tons; columns 4 and 5 show maximum prices for deliveries in quantities of 3 tons or more. Gross prices may be charged if payment is not received within ten days after delivery. No more than net prices may be charged if payment is received within ten days after delivery.

SCHEDULE

	Less than 3 tons delivered		3 tons or more delivered	
	Gross	Net	Gross	Net
I. Low volatile bituminous coal from district No. 7 (West Virginia): 1. Egg and stove (size groups Nos. 2 and 3)	$14.10	$13.45	$14.10	$13.45
II. High volatile bituminous coal from district No. 8 (West Virginia and East Kentucky): 1. Domestic stoker 1¼" and smaller size group No. 10	12.00	11.45	11.50	11.00
III. High volatile bituminous coal from disridt No. 9 (West Kentucky): 1. No. 6 seam stoker, size group Nos. 8-12	9.35	8.90	8.85	8.40
IV. High volatile bituminous coal from district No. 10 (Illinois): A. Southern subdistrict:				
1. Lump 3" and larger, and egg 6" x 3" and 3" x 2", price group Nos. 1, 2, and 8	9.80	9.35	9.80	9.35
2. Prepared stoker, size group Nos. 22 and 28, price group Nos. 1, 2, and 8	8.90	8.50	8.40	8.00
3. Washed and Dedusted Screenings, Size Group Nos. 24 and 27, price group Nos. 1, 2 and 8	8.50	8.10	8.00	7.60
V. High volatile bituminous coal from district No. 11 (Indiana):				
1. Lump and egg, size group Nos. 1, 2 and 3, price group Nos. 6 and 14	9.45	9.00	9.45	9.00
2. Lump and egg, size group Nos. 1, 2 and 3, price groups 8-12, inc., and egg, size group Nos. 4 and 5, price group No. 13	9.05	8.60	9.05	8.60
3. Stoker, size group 9 through 12, price group Nos. 6 and 14	8.50	8.10	8.00	7.60
4. Washed screenings, size group Nos. 23, 24, price group Nos. 7 and 13 and washed nut and pea, size group No. 17-22, inc., price group 9 to 12, inc.	8.10	7.70	7.60	7.25
VI. Briquettes—United and Berwind	14.60	13.90	14.60	13.90
VII. Pennsylvania anthracite:				
1. Egg, stove, and nut	18.10	17.25	18.10	17.25
2. Pea	16.30	15.55	16.30	15.55
3. Buckwheat	14.35	13.70	14.35	13.70
VIII. Byproduct coke: 1. Egg, stove, and nut	15.05	14.35	15.05	14.35

(2) The prices provided for in the above schedule shall apply to all sales of all-rail coal and to the dock coal therein described which has been rescreened at the dock. The maximum prices for all sales by dealers for each size and kind of dock-run coal shall be 50¢ per net ton lower than the maximum prices set forth in the above schedule for the same size and kind of coal which has been rescreened at the dock.

(3) The maximum prices for yard sales shall be the prices set forth in columns 3 and 4 less 75¢ a ton.

(4) The maximum prices for all sales by dealers of solid fuel not provided for by the above schedule shall be the maximum prices applicable for such sales under Revised Maximum Price Regulation No. 122, as amended.

(5) When a dealer purchases coal from a producer who has added a charge for the chemical or oil treatment thereof, that dealer, in selling that coal, may add to the applicable maximum prices set by this order a treatment charge in an amount not in excess of 10¢ per ton. The treatment charge so made shall be stated separately from all other items on the dealer's invoice.

This Amendment No. 5 to Order G-8 shall become effective September 11, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 4th day of September 1944.

RAE E. WALTERS,
Regional Administrator.

[F. R. Doc. 44-13915; Filed, Sept. 8, 1944; 4:47 p. m.]

[Region VIII Order G 100 Under 18 (c)]

PULPWOOD IN SAN FRANCISCO REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region VIII of the Office of Price Administration by § 1499.18 (c) as amended by the General Maximum Price Regulation, *it is hereby ordered:*

(a) *Scope of the order.* (1) In general this order establishes maximum prices for sales to pulp mills located in Region VIII and for sales in Region VIII to pulp mills located in any other region for the specified types and kinds of wood for use as pulpwood. The maximum dollars and cents prices established herein supersede those established under the General Maximum Price Regulation.

(2) *Kinds of pulpwood covered.* The maximum prices for sales to pulp mills in Region VIII of all "sawmill waste" wood, "veneer mill waste", "tie mill waste", "pulpwood chips", "Forest produced cordwood", two inch clear wood, four inch clear wood produced in Region VIII, shall be those prescribed in Appendix A; provided that where a sale is made on a delivered to consumer basis, for a product which has only a base price established on an f. o. b. producing mill basis, the delivered price shall be the f. o. b. mill price plus the actual cost of transportation, not to exceed lowest available common carrier freight rate.

(3) *Kinds of sales.* The provisions of this order apply only to pulpwood of the kind and types described when sold to pulp mills. The maximum prices established herein apply to a producer, his agent, or a private contractor, wherever located.

(4) *Area covered.* This order applies to all sales and deliveries in the Puget Sound District and the Columbia River

District as defined below. A sale or delivery is deemed to be made within the described districts, when pulpwood is delivered within such area, regardless of the seller's place of business.

(b) *Definitions.* (1) "Sawmill waste", as used herein, means all waste products of lumber milling operations or remanufacturing operations, such as, but not limited to edgings, slabs, planer ends, inside block; however it does not include "tie mill waste" as defined below.

(2) "Veneer mill waste", as used herein, means all waste products of veneer milling operations, including but not limited to nubbins and cores.

(3) "Tie mill waste", as used herein, means all waste products of the mill operations including but not limited to slabs, edgings and blocks. Current tie mill operators may qualify their waste as "tie mill waste" if 80% of their total manufactured products are ties.

(4) "Pulpwood chips", as used herein, are the product of chipping operations of selected, clear wood, free from rot, bark off, which meet the size specifications of the pulp mill.

(5) "Forest produced cordwood", as used herein, means forest pulpwood produced by individual operators such as, but not limited to, farmers and ranchers.

(6) As used herein,

(i) 2" clear wood means that the slab must have a minimum of 2 inches of clear wood at the thickest point of the arc of the slab, exclusive of bark.

(ii) 4" clear wood means that forest produced cordwood must have a minimum diameter of 4 inches exclusive of bark.

(7) "Delivery point", as used herein, the delivery points are defined as:

(i) "f. o. b. conveyor" means a sale of the kind, type, quantity, and specification of wood described on the basis of f. o. b. the producing mills' conveyor, any further processing to be provided by the purchaser.

(ii) "f. o. b. transportation facilities" means a sale f. o. b. producing mill's transportation facilities and loaded on rail car, scow, or other conveyance.

(iii) "f. o. b. the pulp mill" refers to deliveries to the consuming pulp mill, f. o. b. receiving point.

(iv) "f. o. b. Rail car" means sales to pulp mills located outside Region VIII made on the basis of delivered to and loaded on rail cars ready for shipment to destination.

(8) "Puget Sound District" includes all of the area lying north of the northern boundary of the Oregon State line and the ten northern Counties of Idaho, except that for purposes of this order, pulpwood produced in Wahkiakum, Cowlitz, Clark, Skamania, and Klickitat Counties in Washington and sold to pulp mills in the Columbia River District may be sold at price levels described under the Columbia River District Tables.

(9) "Columbia River District" refers to all areas in Region VIII, not defined as the Puget Sound District.

(c) *Records and reports.* Every person selling pulpwood under this order shall keep, and make available for examination by the Office of Price Administration, the records of each sale, including name and address of the seller and purchaser, the quantity, kind, and type of wood purchased, and the maximum price.

(d) This order may be revoked, amended, or corrected at any time.

(e) This order becomes effective September 1, 1944.

(f) Applications for adjustment may be filed in accordance with Revised Procedural Regulation No. 1.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 1st day of September 1944.

CHARLES R. BAIRD,
Regional Administrator.

APPENDIX A

TABLE 1—PUGET SOUND DISTRICT

PULP MILLS LOCATED IN REGION VIII

Product, description and species	Process	Length	Unit	Size specification	Delivery point	Maximum price
Sawmill waste:						
Hemlock, spruce, white fir—Block and/or slab	Bark on	4'	128 cu. ft. stacked	2" clear wood	F. o. b. mill conveyor	$3.00
Douglas fir—Block and/or slab	Bark on	4'	128 cu. ft. stacked	2" clear wood	F. o. b. mill conveyor	1.25
Hemlock, spruce, white fir—Block and/or slab	Bark off	4'	128 cu. ft. stacked		F. o. b. mill conveyor	5.00
Douglas fir—Block and/or slab	Bark off	24–48"	128 cu. ft. stacked		F. o. b. mill conveyor	1.25
Hemlock, spruce, white fir—Block and/or slab	Bark on	4'	128 cu. ft. stacked	2" clear wood	F. o. b. mill trans. facilities	5.00
Douglas fir—Block and/or slab	Bark on	4'	128 cu. ft. stacked	2" clear wood	F. o. b. trans. facilities	3.00
Hemlock, spruce, white fir—Block and/or slab	Bark off	4'	128 cu. ft. stacked		F. o. b. trans. facilities	7.00
		24"	200 cu. ft. loose		F. o. b. trans. facilities	5.50
Douglas fir—Block and/or slab	Bark off	24"	200 cu. ft. loose		F. o. b. trans. facilities	4.50
Chips: Any species	Bark off		200 cu. ft. loose		F. o. b. trans. facilities	5.10
Forest cordwood: All species	Bark on	4'	128 cu. ft. stacked	4" up clear wood	F. o. b. pulp mill	12.00
	Bark off	4'	128 cu. ft. stacked	4" up clear wood	F. o. b. pulp mill	14.00
Veneer mill waste: Cores, any species		4'	128 cu. ft. stacked	Select	F. o. b. pulp mill	12.00
Tie mill waste: Hemlock, white fir	Bark off	4'	128 cu. ft. stacked	2" clear wood up	F. o. b. mill trans.	9.00
Intercompany pulpwood sales or pulp company to pulp mill						
Fir	Bark on	4'	128 cu. ft. stacked	4" clear wood	F. o. b. pulp mill	16.00
	Bark off	4'	128 cu. ft. stacked	4" clear wood	F. o. b. pulp mill	17.00

TABLE 2—COLUMBIA RIVER DISTRICT

Product, description and species	Process	Length	Unit	Size specification	Delivery point	Maximum price
Sawmill waste:						
Hemlock, spruce, white fir—Block and/or slab	Bark on	2'–4'	128 cu. ft. stacked	2" clear wood	F. o. b. mill conveyor	$1.00
Douglas fir—Block and/or slab	Bark on	2'–4'	128 cu. ft. stacked	2" clear wood	F. o. b. mill conveyor	1.00
Hemlock, spruce, white fir—Block and/or slab	Bark off	2'–4'	128 cu. ft. stacked		F. o. b. mill conveyor	3.00
Douglas fir—Block and/or slab	Bark off	2'–4'	128 cu. ft. stacked		F. o. b. mill conveyor	1.50
Hemlock, spruce, white fir—Block and/or slab	Bark on		200 cu. ft. loose	2" clear wood	F. o. b. mill trans. fac.	5.00
Douglas fir—Block and/or slab	Bark on		200 cu. ft. loose	2" clear wood	F. o. b. mill trans. fac.	3.00
Hemlock, spruce, white fir—Block and/or slab	Bark off	4'	128 cu. ft. stacked		F. o. b. mill trans. fac.	7.00
Douglas fir—Block and/or slab	Bark off	2–4'	128 cu. ft. stacked solid		F. o. b. mill trans. fac.	12.00
		24"	200 cu. ft. loose			4.50
Veneer mill waste:						
Cores, any species	Bark off	4'–8'	128 cu. ft. stacked		F. o. b. pulpmill	14.00
Nubbins, any species	Bark off	24–36"	128 cu. ft. stacked		F. o. b. pulpmill	14.00
Tie mill waste:						
Douglas fir	Bark on	4'–8'	128 cu. ft. stacked	2" clear wood	F. o. b. pulpmill	8.00
	Bark off	4'–8'	128 cu. ft. stacked	2" clear wood		10.00
All other species	Bark on	4'–8'	128 cu. ft. stacked		F. o. b. pulpmill	10.00
	Bark off	4'–8'	128 cu. ft. stacked			12.00
Pulp chips: Any species	Bark off	200	200 cu. ft. loose		F. o. b. mill trans. fac.	6.25
Forest cordwood	Bark on	24"–96"	128 cu. ft. stacked	4" up clear wood	F. o. b. pulpmill	12.00
	Bank off					14.00
All species						

TABLE 3—PUGET SOUND DISTRICT

PULP MILLS LOCATED IN LOCALITIES OUTSIDE REGION VIII

Product, description, and species	Bark process	Length	Unit of measure	Size specification	Delivery point	Maximum price
Forest produced cordwood: Lodgepole pine, tamarack, white fir, and spruce.	Bark off	100"	128 cu. ft. stacked	4" clear wood	F. o. b. rail car	$9.50

[F. R. Doc. 44-13913; Filed, Sept. 8, 1944; 4:46 p. m.]

[Region I Order G-43 Under 18 (c)]

SLACK COOPERAGE IN NEW ENGLAND

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region I of the Office of Price Administration by § 1499.18 (c) of the General Maximum Price Regulation, *It is hereby ordered:*

(a) The maximum prices for slack cooperage established by § 1499.2 of the General Maximum Price Regulation are modified so that the maximum prices for the following single headed slack wooden barrels made essentially from run-of-the-saw staves with wooden hoops, manufactured and sold in New England, shall be as follows:

Barrel description	*Manufacturer's maximum price, f. o. b. factory*
17" to 18" Head, 24" to 26" Staves	$1.00
17" to 18" Head, 28" to 31" Staves	1.10
18" to 19" Head, 25" to 26" Staves	1.05
18" to 19" Head, 28" to 31" Staves	1.15
19" to 20" Head, 24" to 26" Staves	1.10
19" to 20" Head, 28" to 31" Staves	1.20

NOTE: The above dimensions include the smaller but do not include the larger dimensions. For example, 17" to 18" Head includes a 17" Head but not an 18" Head.

(1) For each wire hoop used in place of a wooden hoop, 2¢ shall be deducted from the applicable maximum price.

(2) For each beaded steel hoop used in place of a wooden hoop, 1.5¢ may be added to the applicable maximum price.

(b) This order applies to all sales pursuant to which the buyer receives physical delivery within Maine, New Hampshire, Vermont, Massachusetts, Rhode Island or Connecticut.

(c) Each manufacturer shall continue his customary allowances, discounts or other price differentials in effect during March, 1942.

(d) No additional charges of any kind may be added to the maximum prices established by this order; but lower prices may be offered, demanded or paid.

This order shall become effective September 5, 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued September 5, 1944.

ELDON C. SHOUP,
Regional Administrator.

[F. R. Doc. 44-13912; Filed, Sept. 8, 1944; 4:45 p. m.]

[Region VIII Order G-1 Under Supp. Reg. 14, Amdt. 4]

FLUID MILK IN DESIGNATED COUNTIES IN ARIZONA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (9) of Supplementary Regulation No. 15, Order No. G-1 is hereby amended as set forth below:

1. The preamble is amended to read as follows: For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.75 (a) (2) of Supplementary Regulation No. 15 to the General Maximum Price Regulation, section 18 (c), as amended, of the General Maximum Price Regulation, and § 1499.75 (a) (9) of Supplementary Regulation No. 15, *It is hereby ordered:*

2. Paragraph (1) (a) (1) be amended by striking therefrom the following:

Milk	Standard	Sales to restaurants	½ pint	Glass or paper	5

3. Paragraph 2 (a) (1) is amended to read as follows:

Locality	Grade	Butterfat	Container size	Type of container	Adjusted maximum price (cents)
Santa Cruz County—except Nogales and Patagonia.	Milk	Standard	Gallon	Glass or paper	50
	Milk	Standard	½ gallon	Glass or paper	25
	Milk	Standard	Quart	Glass or paper	13
	Milk	Standard	Pint	Glass or paper	7
	Milk	Standard	¼ pint	Glass or paper	3¾
	Milk	Standard	½ pint	Glass or paper sales to restaurants.	5

Locality	Grade	Butterfat	Type of delivery	Container size	Type of container	Adjusted maximum price (cents)
Nogales and Patagonia.	Milk	Standard	To stores	Quart	Glass or paper	13¼
	Milk	Standard	To restaurants	Quart	Glass or paper	13½
	Milk	Standard	To schools	½ pint	Glass or paper	3¾
	Milk	Standard	To restaurants	½ pint	Glass or paper	5
	Milk	Standard	All others	½ pint	Glass or paper	4

4. This amendment may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; 57 Stat. 566, Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

This amendment shall become effective immediately. Issued this 31st day of August 1944.

BEN. C. DUNIWAY,
Acting Regional Administrator.

[F. R. Doc. 44-13914; Filed, Sept. 8, 1944; 4:46 p. m.]

[Region II 2nd Rev. Order G-26 Under RMPR 122, Amdt. 5]

DELANO ANTHRACITE COLLIERIES CO.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by §§ 1340.260 and 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, Second Revised Order No. G-26 is amended in the following respects:

1. Paragraph (a) (1) is amended by adding the following table of increases to the tables already incorporated:

FOR SALES OF ANTHRACITE PRODUCED AND PREPARED BY DELANO ANTHRACITE COLLIERIES CO.

Size:	*Permitted per net ton increase above applicable area ceiling price for anthracite*
Broken, egg, stove, nut and pea	$0.50
Buckwheat	.40
Rice	.10

2. Paragraph (e) is amended by redesignating subparagraphs (8) and (9) as subparagraphs (9) and (10) respec-

tively, and adding a new subparagraph (8) to read as follows:

(8) "Anthracite produced and prepared by Delano Anthracite Collieries Co." refers to anthracite produced and prepared by that company at the Delano and Park Breakers.

This Amendment No. 5 to Second Revised Order No. G-26 shall become effective September 1, 1944, except that, for purposes of an application under paragraph (b) thereof, it shall not become effective until October 1, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 1st day of September 1944.

DANIEL P. WOOLLEY,
Regional Administrator.

[F. R. Doc. 44-13980; Filed, Sept. 9, 1944; 4:38 p. m.]

[Region V Order G-7 Under RMPR 122]

SOLID FUELS IN SPRINGFIELD, MO.

Pursuant to the authority vested in the Regional Administrator of Region V by § 1340.260 of Revised Maximum Price Regulation No. 122 and for reasons stated in the opinion issued herewith, *it is ordered:*

(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels within the corporate limits of the City of Springfield, Missouri, as established by city ordinance.

The prices set forth in this order are the highest prices that any dealer may charge when he sells or delivers any of such fuels at or to a point within the area set forth above.

(1) *Solid fuels not covered by this order.* There are a few kinds and sizes of solid fuels covered by Revised Maximum Price Regulation No. 122 sold and delivered in the area covered by this order which are not included in and for which prices are not established by this order. The maximum prices of such solid fuels when sold by any person covered by this order shall continue to be the maximum prices for such fuels established by Revised Maximum Price Regulation No. 122, as amended. Such sales shall in all respects be governed by the provisions of Revised Maximum Price Regulation No. 122, as amended.

(b) *What this order prohibits.* Regardless of any obligation no person shall:

(1) Sell, or in the course of trade or business buy, solid fuels at prices higher than the maximum prices set by this Order No. G-7; but less than the maximum prices may at any time be charged, paid or offered,

(2) Obtain higher than maximum prices by:

(i) Charging for a service unless such service is expressly requested by the buyer and unless specifically authorized to do so by this order;

(ii) Charging a price higher than the schedule price for a service;

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him; or

(iv) Using any other device by which a higher than maximum price is obtained directly or indirectly.

(c) *Price schedule.* (1) Below and a part of this paragraph is the maximum price schedule which sets forth maximum prices for sales by direct delivery of specified sizes, kinds and quantities of solid fuels.

SPRINGFIELD, MO., MAXIMUM PRICE SCHEDULE

I. High volatile bituminous coal from district 10 (Illinois):

(A) Southern and DuQuoin Sub-Districts—Double-Screened Coal in Price Groups 1, 2, and 8:

Description of fuel	*Maximum price per ton*
(1) Grate or egg (minimum top size 3"; minimum bottom size larger than 2")	$8.70
(2) Nut or small egg (minimum top size larger than 1½"; minimum bottom size larger than ⅜")	8.20
(3) Household stoker (top size 1½"—bottom size ⅜")	7.50

II. Low volatile coal from district 14 (Arkansas and Oklahoma):

(A) Production groups 2 and 3: The following maximum prices are for specified sizes of low volatile coal produced at mines in the Denning-Coal Hill and Altus fields of Franklin and Johnson Counties, mines in the Philpott field of Johnson and Franklin Counties, mines in the Paris field of Logan County, and mines in Franklin County located in the Paris Basin, all in the State of Arkansas, with the exception of low volatile coal produced by the Jewel Coal Company Mine Index No. 55, which is set forth under (3) below:

(1) Lump (bottom size 2½" or larger)	$11.90
(2) Household stoker (top size 1½"—botton size ⅜")	8.00
The following maximum price is for the specified size of bituminous coal produced by the Jewel Coal Company, Mine Index No. 55: (3) Lump (bottom size 2½" or larger)	11.30

(B) Production group 5: The following maximum prices are for specified sizes of low volatile coal produced at mines in the Panama, Boskoshe, Milton, Poteau, Wister, and Howe-Heavener fields in Leflore County, Oklahoma; the McCurtin field of Haskell County and all mines in Sequoyah County, Oklahoma; mines in the Bates field in Scott County, Arkansas; mines in the Charleston field of Franklin County, Arkansas; mines in Sebastian County, Arkansas, and mines located in the Excelsior field of Sabastian County, Arkansas:

(1) Lump (bottom size 2½" or larger)	$11.20

III. High volatile bituminous coal from district 15 (Missouri, Kansas, and Oklahoma):

(A) Production group 1: The following maximum prices are for specified sizes of bituminous coal produced at strip mines in Cherokee, Crawford, Bourbon, Neosho, Labette and Wilson Counties, Kansas; and Barton, Jasper, Dada, Cedar, and that portion of Vernon County lying south of an east and west line drawn through the town of Nevada, Missouri:

(1) Lump (bottom size 2" or larger)	$6.85
(2) Nut (top size 3"—bottom size 1¼")	6.85
(3) Household Stoker (top size 1¼"—bottom size $\frac{5}{16}$")	6.05
(4) Mill (1¼" x 0)	5.15

The following maximum prices are for specified sizes of bituminous coal produced at deep shaft mines in Cherokee County by the Atkinson Coal Company, Mine Index No. 7; and in Crawford County by, A. De Gasperi Coal Company, Mine Index No. 42; Puritan Fuel Company, Mine Index 71; Quality Coal Company, Mine Index No. 120, Umbria Coal Company, Mine Index No. 129; Victor Fuel Coal Company, Mine Index No. 131, Gaskell Coal Company, Mine Index No. 53, and Black Crown Coal Company, Mine Index No. 15:

(5) Lump (bottom size 2" or larger)	$7.35
(6) Nut (top size 3"—bottom size 1¼")	7.30

(B) Production group 2: The following maximum prices are for specified sizes of bituminous coal produced at mines in Linn County, Kansas; Bates, Henry, St. Clair, Miller, Morgan, Pettis, and Johnson Counties, and that portion of Vernon County lying north of an east and west line drawn through the town of Nevada in Missouri:

(1) Lump (bottom size 2" or larger)	$6.50
(2) Nut (top size 3" to larger than 2"—bottom size 1¼")	6.50

(C) Production group 11: The following maximum prices are for specified sizes of bituminous coal produced at mines in Craig, Roger, Tulsa, and Wagoner Counties, Oklahoma, and that part of Muskogee County, Oklahoma north of a line drawn straight east and west across Muskogee County, along the southern limits of the town of Perum, Oklahoma:

(1) Lump (bottom size 2" or larger)	$8.15
(2) Nut (top size 3" to larger than 1¼")	7.00

(D) Production group 10: The following maximum prices are for the specified sizes of bituminous coal produced at mines in Okmulgee County, Oklahoma:

(1) Lump (bottom size 2" or larger)	$9.65
(2) Household Stoker (top size 1¼"—bottom $\frac{5}{16}$")	6.65

(2) The prices set forth in the foregoing schedule are on a per ton basis (2,000 pounds to the ton) and are established for cash sales. Prices hereinabove provided for are subject to discounts, and extra charges as set forth below:

(i) "Cash" means payment on or before delivery. On sales involving the extension of credit, no dealer subject to this Order may charge more than 50¢ per ton in addition to the schedule prices.

(3) On sales involving quantities of one ton or more where the buyer loads the coal on to his conveyance at the dealers' yard or siding, the dealer shall apply a discount to the per net ton cash price of not less than 50¢ per ton.

(4) An amount not to exceed 25¢ may be added to the fractional per net ton price set out in the foregoing schedule when the dealer sells and delivers ½ ton.

(5) The maximum price on all sales of small lots in quantities of less than one ton put into the buyer's car or other conveyance at the seller's yard shall be 45¢ per cwt. on fuels from Districts 10

and 15, and 60¢ per cwt. on fuels from District 14. In sales of this kind the buyer may be required to furnish the container. If the buyer does not possess a container, the dealer may require a deposit charge equivalent to the replacement cost when such container is furnished.

(d) *Service charges.* (1) Below and as a part of this paragraph (d) is a schedule that sets forth maximum prices which a dealer may charge for special services rendered in connection with all sales under preceding paragraph (c). These charges may be made only if the buyer requests such services of the dealer and only when the dealer renders the service. The prices for such services shall be separately stated in the dealer's invoice or bill of sale.

(i) A service charge not to exceed 50¢ per ton may be charged for the "carry in" or "wheel in" service. The "carry in" service means the service of carrying in solid fuel from the curb or point nearest and most accessible to the buyer's bin or storage space to the buyer's fuel bin window. The "wheel in" service means the service of wheeling in solid fuel from the curb or point nearest and most accessible to the buyer's bin or storage space to the buyer's fuel bin window. These services do not include the service of carrying fuel up or down stairs.

(ii) An amount not to exceed 50¢ per ton may be charged for the service of "trimming". "Trimming" means the arranging and placing of the fuel in the buyer's bin. This service charge for trimming shall be applicable only to the amount of the fuel actually handled.

(iii) The prices set forth in the foregoing schedule are for raw coal, i. e., coal which has not been treated. On all sales of treated coal whether, oil, paraffin, or calcium chloride treatment and regardless of whether such treatment was applied at the mine or by the dealer, the dealer may charge an amount not to exceed 10¢ per ton in addition to the schedule price.

(iv) A storage service charge not to exceed 80¢ per ton may be charged by the dealer and added to the per net ton cash price when a buyer who has purchased solid fuel leaves it and stores it in the dealer's yard.

(e) *Ex parte 148 Freight Rate Increase: Transportation tax: Missouri State Sales Tax*—(1) *The freight rate increase.* Since the ex parte 148 freight rate increase has been rescinded by the Interstate Commerce Commission, the dealers' freight rates are the same as those of December, 1941. Therefore, no dealer may increase any schedule price on account of freight rates.

(2) *The transportation tax.* Only the transportation tax imposed by Section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set out by this order provided the dealer states it separately from the price of fuel and lists it separately on any sales slip or receipt given to the buyer. This tax need not be stated separately on sales to the United States or any agency thereof, the State government or any political subdivision thereof (See § 1340.-265 (b) of Revised Maximum Price Regulation No. 122). No part of this tax may be collected in addition to maximum prices on sales of ¼ ton or lesser quantities.

(3) *The Missouri State Sales Tax.* The seller may add to the prices listed in the schedule in paragraph (c) the sales tax required to be collected by the laws of the State of Missouri. This tax shall be separately stated in the dealer's invoice, sales slip or receipt.

(f) *Addition to increase in supplier's price prohibited.* (1) The maximum prices set out by this order may not be increased by a dealer to reflect increases in purchase cost or in supplier's maximum prices occurring after the effective date hereof; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(g) *Power to amend or revoke.* (1) The Price Administrator or the Regional Administrator of Region V may amend, revoke, or rescind this order, or any provisions thereof, at any time.

(i) *License.* (1) Every dealer subject to this order is governed by the licensing provisions of Supplementary Order No. 72. This provides in brief that a license is required of all persons selling at retail commodities for which maximum prices are established. A license may be suspended for violation in connection with the sale of any commodity for which maximum prices are established. If a dealer's license is suspended, he may not sell any such commodity during the period of suspension.

(j) *Records and reports.* (1) Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing the date, the name and address of the buyer, if known, the price charged and the kind and size of fuel sold. The fuel shall be identified in the manner in which the fuel is described in this order. The record shall also state separately each service rendered and the charge made for it.

(k) *Posting of maximum prices: Sales slips and receipts.* (1) Each dealer subject to this order shall post all of the maximum prices set by it for all types of sales. He shall post his prices in his place of business in a manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel.

(2) In the case of all sales covered by this order every dealer who during December, 1941 customarily gave buyers sales slips or receipts shall continue to do so. In any case if a buyer requests a receipt, the seller shall furnish the buyer with a receipt showing the name and address of the seller, the kind, sizes and quantity of the solid fuel sold to the buyer and the price or prices charged.

(l) *Enforcement.* (1) Persons violating any provisions of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violation of this order are urged to communicate with the Kansas City, Missouri District Office of the Office of Price Administration.

(m) *Definitions and explanations.* (1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States, or any agency thereof, or any other government, or any of its political subdivisions or any agency of any of the foregoing.

(2) "Sell" includes, sell, supply, dispose, barter, exchange, lease, transfer, and deliver and contracts and offers to do any of the foregoing. The terms "sale", "selling", "sold", "buy", "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven or a briquette plant.

(4) "Direct delivery" means dumping or chuting the fuel from the seller's truck directly into the buyer's bin or storage space; but if this is unfeasible, because of the absence of a regular driveway free from all foreign matter which might damage trucks and tires, then direct delivery means discharging the solid fuel from the seller's truck directly at the street curb or at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Production group" and "production groups", as used in this order, refer to the production groups established by the former Bituminous Coal Division pursuant to the Bituminous Coal Act of 1937, as amended, and as in effect at midnight, August 23, 1943.

(6) "Price groups", as used in this order, refer to the price groups established by the former Bituminous Coal Division pursuant to the Bituminous Coal Act of 1937, as amended, and as in effect at midnight, August 23, 1943.

(7) "District No." refers to the geographical bituminous coal producing districts as delineated and numbered by the Bituminous Coal Act of 1937, as amended, as they have been modified by the Bituminous Coal Division and as in effect at midnight, August 23, 1943.

(8) "High volatile bituminous coal" means coal produced in high volatile sections of the producing districts specified in this order.

(9) "Low volatile bituminous coal" means coal produced in the low volatile sections of the producing districts specified in this order.

(10) "Solid fuel" (or "solid fuels") means all solid fuel except wood and wood products, including all kinds of anthracite and semi-anthracite; bituminous and semi-bituminous and cannel coal; lignite, all coke, including low temperature coke (except by-products foundry and blast furnace coke, and beehive oven furnace coke produced in the State of Pennsylvania; briquettes made from coke or coal; and sea coal used for foundry facings.

(11) "Egg, nut," etc., sizes of bituminous coal refer to the sizes of such coal as defined in the Bituminous Coal Act of 1937, as amended, and as prepared at the mine in accordance with the applicable minimum price schedule promulgated by the Bituminous Coal Division of the United States Department of the Interior, and in effect (or established), as of midnight, August 23, 1943.

Where the minimum price schedules do not make specific mention of any size designated in this order, such size designations shall refer to the sizes of bituminous coal sold as such in the area subject to this order during December 1941.

(12) Except as otherwise specifically provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Maximum Price Regulation No. 122, as amended, shall apply to the terms used herein.

(n) *Effect of this order on Revised Maximum Price Regulation 122.* (1) To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

(2) This order No. G–7 shall become effective the 9th day of September, 1944.

NOTE: The provisions of this order which are subject to the Federal Reports Act of 1942, have been approved by the Bureau of the Budget.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this the 4th day of September 1944.

MAX MCCULLOUGH,
Regional Administrator.

[F. R. Doc. 44–13978; Filed, Sept. 9, 1944; 4:37 p. m.]

[Region VIII Order 1 Under MPR 426]

PEARS IN LOS ANGELES, CALIF.

For the reasons set forth in an opinion issued simultaneously herewith, and under authority vested in the District Director of the Los Angeles District Office by section 8 (a) (7) of Maximum Price Regulation No. 426, as amended, and by order of Delegation No. 35 issued under said section by the San Francisco Regional Office, Region VIII, of the Office of Price Administration, *It is hereby ordered:*

(a) With respect to the commodity described in line (1) of the Table below, there is set forth in said table in line (2) the shipping point to be used for pears originating in Lake County, California; in line (3) the wholesale receiving point; in line (4) the method of transportation which is hereby determined to be the cheapest method of transportation which is customarily and generally available from said shipping point to said wholesale receiving point; and in line (5) the freight rate per cwt., including protective services and 3% transportation tax, by said method (4) between points; and in line (6) the maximum prices arrived at using these calculations for pears originating at Lake County, California, delivered to Los Angeles, California.

1. Commodity		Pears.
2. Shipping point (pears originating in Lake County, California, only)		Lake County, Calif.
3. Wholesale receiving point		Los Angeles, Calif.
4. Method of transportation		Carlot.
5. Freight rate, including protective services and 3% transportation tax, by method (4) from said shipping point to said wholesale receiving point.		$0.62 per cwt.
6. Maximum prices at said wholesale receiving point:		

Item No.	Type, variety, style of pack, etc.	Unit	Season	Maximum prices of sales delivered to Los Angeles in any quantity
1	Pears produced in Lake County, Calif., packed in standard Western pear boxes (WPB L232 No. 54), and in one-way pear lugs (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of not less than 46 pounds nor more than 50 pounds.	Per box, one-way lug or two half boxes.	Beginning of season: Sept. 10	$3.95.
2			Sept. 11–Oct. 10	$4.11.
3			Oct. 11–Nov. 10	$4.27.
4			Nov. 11–Dec. 10	$4.43.
5			Dec. 11–Jan. 10	$4.51.
6			Jan. 11–Feb. 10	$4.59.
7			Feb. 11–Mar. 10	$4.71.
8			Mar. 11–Apr. 10	$4.83.
9			Apr. 11–end of season	$4.95.
10	Pears produced in Lake County, Calif., and packed in Washington pear lugs (WPB L232 No. 36) with a net weight of not less than 19 pounds nor more than 21 pounds.	Per lug	Beginning of season: Sept. 10	$1.65.
11			Sept. 11–Oct. 10	$1.72.
12			Oct. 11–end of season	$1.79.
13	Pears produced in Lake County, Calif., and packed in standard Western pear boxes (WPB L232 No. 54) and in one-way pear lugs (WPB L232 No. 56) and in two standard half-pear boxes (WPB L232 No. 55) with a net weight of less than 46 pounds or more than 50 pounds, and pears graded and packed in any other container, except Washington pear lugs.	Per pound	Beginning of season: Sept. 10	Maximum price above for applicable month (items 1–9) divided by 48.
14			Sept. 11–Oct. 10	
15			Oct. 11–Nov. 10	
16			Nov. 11–Dec. 10	
17			Dec. 11–Jan. 10	
18			Jan. 11–Feb. 10	
19			Feb. 11–Mar. 10	
20			Mar. 11–Apr. 10	
21			Apr. 11–end of season	
22	Pears produced in Lake County, Calif., and packed in Washington pear lugs with a net weight of less than 19 pounds or more than 21 pounds.	Per pound	Beginning of season: Sept. 10	Maximum price above for applicable month (items 10–12) divided by 20.
23			Sept. 11–Oct. 10	
24			Oct. 11–end of season	

This order shall become effective immediately and may be revoked, amended, or corrected at any time.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of August 1944.

FRANK S. BALTHIS, Jr.,
District Director.

[F. R. Doc. 44–13979; Filed, Sept. 9, 1944; 4:37 p. m.]

[Region VIII Order G–4 Under 3 (e)]

PRESS ON, INC.

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and under the Authority vested in the Regional Administrator of Region VIII of the Office of Price Administration by § 1499.3 (e) of the General Maximum Price Regulation, *It is hereby ordered:*

(a) The maximum price for sales at retail of Tregs, a stocking run preventer, produced by Press On, Inc., 16 West 61st Street, New York City, 23, New York, shall be $0.50 per package of twelve.

(b) The maximum price hereby established shall apply to sales at retail in the States of California, Washington, Nevada, Oregon, except Malheur County, and Arizona, except those portions of Coconino County and Mohave County lying north of the Colorado River; and the following counties in the State of Idaho: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nes Perce, Shoshone, and Idaho.

This order shall be subject to revocation or amendment by the Office of Price Administration at any time hereafter, either by special order or by any price regulation issued hereafter, or by any supplement or amendment hereafter issued as to any price regulation, the provisions of which may be contrary hereto.

This order shall become effective September 9, 1944.

Issued this 4th day of September 1944.

(56 Stat. 23, 765, 57 Stat. 566, Pub. Law 383—78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

BEN C. DUNIWAY,
Acting Regional Administrator.

[F. R. Doc. 44–13975; Filed, Sept. 9, 1944; 4:36 p. m.]

[Region VIII Order G–9 Under MPR 165, Amdt. 1]

SKINNING, CUTTING AND WRAPPING GAME ANIMALS IN WASHINGTON

For the reasons set forth in the opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.114 (d) of Maximum Price Regulation No. 165,

as amended, and the authority reserved by the Regional Administrator in paragraph (b) of Order No. G–9, *It is hereby ordered:*

1. The title of Order No. G–9 is amended to read as follows: "adjusted maximum prices for the services of skinning, cutting and wrapping game animals by persons engaged in the food locker business,"

2. Paragraph (a) is amended to read as follows:

The adjusted maximum prices which persons engaged in the food locker business in the State of Washington and in the Counties of Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nes Perce, Shoshone, and Idaho, in the State of Idaho, may charge for the services of skinning, cutting, and wrapping game animals shall be determined as follows:

(1) The adjusted maximum price for the service of skinning game animals shall be the person's present maximum price for the service as determined under Maximum Price Regulation No. 165, as amended, plus the sum of 50 cents, provided in no event shall the adjusted maximum price exceed the sum of $1.50.

(2) The adjusted maximum price for the service of cutting and wrapping game animals shall be the person's present maximum price as determined under Maximum Price Regulation No. 165, as amended, plus the sum of one cent per pound, provided in no event shall the adjusted maximum price exceed the sum of 3½ cents per pound.

3. This amendment may be revoked, amended, or corrected at any time.

This amendment shall become effective September 7, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 2d day of September 1944.

CHARLES R. BAIRD,
Regional Administrator.

[F. R. Doc. 44–13976; Filed, Sept. 9, 1944; 4:36 p. m.]

[Region VIII Order G–79 Under 18 (c), Amdt. 3]

FIREWOOD IN CERTAIN AREAS IN CALIFORNIA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c), as amended, of the General Maximum Price Regulation, Order No. G–79 is amended in the following respects:

Appendices C and D are hereby amended to read as set forth in the exhibits attached hereto and by reference made a part hereof.

This order shall become effective September 5, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 5th day of September 1944.

CHARLES R. BAIRD,
Regional Administrator.

APPENDIX C

That portion of Santa Clara County south of a line projected east and west along the northerly boundary of Federal Township 8 South, Range 1 West, Mount Diablo Meridian.

I. RETAIL DELIVERED PRICES CORDWOOD

Dry or medium dry	Per cord, 128 cubic feet					
	4 feet	2 feet	16–18 inches	12–14 inches	9½–10 inches	Assorted length 2 feet and under
Pine (fir)	$17	$21	$22	$23	$23	------
Oak (any kind)	19	23	24	25	25	------
Madrone	19	23	24	25	25	------
Eucalyptus (gum)	17	21	22	23	23	------
Orchard (any kind)	13	18	19	20	20	$19

Fractional cord maximum prices—delivered

Half cord price—Divide cord price by 2 and add 25 cents.
Third cord price—Divide cord price by 3 and add 35 cents.
Quarter cord price—Divide cord price by 4 and add 45 cents.
Fifth cord price—Divide cord price by 5 and add 55 cents.

Charges may be made in addition to the above cord prices as follows:

1. For sale of wood split to stove wood size, $3 per cord (fractional cord in proportion).
2. "Storage Charge" as defined in the Order, $2 per cord (fractional cord in proportion).

II. SACK STOVEWOOD, RETAIL PRICES PER SACK

Dry or medium dry	Cash and carry	Delivered
Pine (fir)	$0.60	$0.70
Oak (any kind)	.65	.75
Madrone	.65	.75
Eucalyptus (gum)	.60	.70
Orchard (any kind)	.50	.60

Sack size: 22 inches by 36 inches (minimum).
Deposit of 15 cents may be required on the sack.

III. CORDWOOD—SALES OTHER THAN AT RETAIL, CUTTER'S SALES AT ROADSIDE

Dry or medium dry	Per cord, 128 cubic feet					
	4 feet	2 feet	16–18 inches	12–14 inches	9½–10 inches	Assorted lengths, 2 feet and under
Pine (fir)	$12	$15	$16	$17	$17	------
Oak (any kind)	14	17	18	19	19	------
Madrone	14	17	18	19	19	------
Eucalyptus (gum)	12	15	16	17	17	------
Orchard (any kind)	8	11	12	13	13	$12

For sale of wood split to stovewood size, $3 per cord may be added to above cord prices.
The above cord prices are for sales at roadside near woodcutter's lot.
For sales other than at retail made by cutter from any other place, or delivered, and for sales by intermediate sellers, see text of the order, section (a) (2).

APPENDIX D

SANTA CRUZ, MONTEREY AND SAN BENITO COUNTIES

I. RETAIL DELIVERED PRICES, CORDWOOD

[Cordwood shall not include Mill Blocks, Millwood or Slabwood]

Dry, medium dry	Per cord 128 cubic feet tiered					
	4 feet	2 feet	16 inches	12 inches	9½–10 inches	Assorted lengths, 2 feet and under
Pine (fir)	$19	$23	$24	$25	$25	------
Oak (any kind)	21	25	26	27	27	------
Madrone	21	25	26	27	27	------
Eucalyptus (gum)	19	23	24	25	25	------
Orchard (any kind)	13	18	19	20	20	$19

Fractional cord maximum prices—delivered

Half cord price—Divide cord price by 2 and add 25 cents.
Third cord price—Divide cord price by 3 and add 35 cents.
Quarter cord price—Divide cord price by 4 and add 45 cents.
Fifth cord price—Divide cord price by 5 and add 55 cents.

Charges may be made in addition to the above cord prices as follows:

1. For sale of wood split to stovewood size, $3 per cord (fractional cord in proportion).
2. "Storage Charge" as defined in the order, $2 per cord (fractional cord in proportion).

II. MILL BLOCKS AND SLAB WOOD—RETAIL DELIVERED PRICES

[Dry or Medium Dry—16 inches and under]

Mill blocks and slab wood	(128 cubic feet) loose measure	(128 cubic feet) tiered in tight
Pine	$11.50	$17.75
Redwood	9.50	14.75
Mixed	10.50	16.25

Half load price: Divide load price by 2 and add 20 cents.
Third load price: Divide load price by 3 and add 30 cents.
Quarter load price: Divide load price by 4 and add 40 cents.

III. SACK STOVEWOOD, RETAIL PRICES PER SACK

Dry or Medium Dry	Cash and carry	Delivered
Any kind of cordwood under sec. I (above)	$0.65	$0.75
Mill blocks, millwood, or slabwood	.30	.40

Sack size: 22 inches by 36 inches (minimum).
Deposit of 15c may be required on the sack.

IV. CORDWOOD—SALES OTHER THAN AT RETAIL, CUTTER'S SALES AT ROADSIDE

Dry or medium dry	Per cord—128 cubic feet					
	4 feet	2 feet	16 inches	12 inches	9½–10 inches	Assorted lengths 2 feet and under
Pine (fir)	$12	$15	$16	$17	$17	------
Oak (any kind)	14	17	18	19	19	------
Madrone	14	17	18	19	19	------
Eucalyptus (gum)	12	15	16	17	17	------
Orchard (any kind)	8	11	12	13	13	$12

For sale of wood split to stovewood size, $3 per cord may be added to above cord prices
The above cord prices are for sales at roadside near woodcutter's lot.
For sales other than at retail made by cutters from any other place or delivered, and for sales by intermediate sellers, see text of the order, section (a) (2).

[F. R. Doc. 44–13977; Filed, Sept. 9, 1944; 4:36 p. m.]

[Savananah Order G-1 Under Gen. Order 50, Amdt. 1]

MALT AND CEREAL BEVERAGES IN SAVANNAH, GA., DISTRICT

Correction

In Group 3B of Appendix A, in F. R. Doc. 44-11818, appearing at page 9761 of the issue for Thursday, August 10, 1944, the prices for 32 ounce bottles for "Tru-Blu Old Fashioned Beer" and "All other brands" should be "48" and "35," respectively.

SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-837]

OHIO-MIDLAND LIGHT AND POWER CO. AND ASSOCIATED ELECTRIC CO.

ORDER GRANTING AND PERMITTING AMENDED APPLICATION-DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 7th day of September, A. D., 1944.

An application-declaration and amendments thereto having been filed, pursuant to the Public Utility Holding Company Act of 1935, by Associated Electric Company, a registered holding company, and its wholly-owned subsidiary, Ohio-Midland Light and Power Company, seeking approval of a proposed sale by Associated Electric Company of its entire interest in Ohio-Midland Light and Power Company, and of a proposed transfer by the latter company to Associated Electric Company of certain shares of stock of Atlantic Utility Service Corporation; and

Public hearings having been held after appropriate notice, and the Commission having been duly advised and having this day issued and filed its findings and opinion herein; on the basis of said findings and opinion,

It is ordered, pursuant to the provisions of sections 9 (a), 10, 12 (d) and 12 (f) of said act and Rules U-43 and U-44 of the general rules and regulations thereunder, that the aforesaid application-declaration, as amended, be and hereby is granted and permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U-24 of the general rules and regulations.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-13921; Filed, Sept. 9, 1944; 10:26 a. m.]

[File No. 70-941]

MILWAUKEE ELECTRIC RAILWAY & TRANSPORT CO. AND WISCONSIN ELECTRIC POWER CO.

ORDER APPROVING APPLICATION AND PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 8th day of September 1944.

The Milwaukee Electric Railway & Transport Company, a wholly-owned subsidiary of Wisconsin Electric Power Company, and said Wisconsin Electric Power Company, a subsidiary of The North American Company, a registered holding company, having filed a joint declaration and application, and amendment thereto, pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935 and the General Rules and Regulations promulgated thereunder, relating to the proposal of The Milwaukee Electric Railway & Transport Company (a) to redeem on September 16, 1944 at par plus accrued interest $400,000 principal amount of its First Mortgage 4% Bonds owned by Wisconsin Electric Power Company and pledged as collateral to the latter company's Mortgage and Deed of Trust dated October 28, 1938 and (b) to purchase for cash at par for retirement 10,000 shares of its capital stock of the aggregate par value of $1,000,000 from Wisconsin Electric Power Company, and the proposal of Wisconsin Electric Power Company to surrender the bonds and the stock on the basis described; and

Said joint declaration and application having been filed on the 4th day of August 1944, and notice of said filing having been duly given in the manner and form prescribed by Rule U-23 under said act, and the Commission not having received a request for a hearing with respect to said joint declaration and application, as amended, within the period specified in such notice, or otherwise, and not having ordered a hearing thereon; and

The Commission finding that the requirements of sections 10, 12 (c) and 12 (f) and Rules U-42 and U-43 are satisfied, that no adverse findings are necessary thereunder and the Commission deeming it appropriate in the public interest and in the interest of investors and consumers to approve said application and to permit said declaration to become effective;

It is hereby ordered, That, pursuant to said Rule U-23 and the applicable provisions of said act, said joint amended application be and the same is hereby approved and said joint amended declaration be and the same is hereby permitted to become effective forthwith, subject, however, to the terms and conditions prescribed in Rule U-24 of the general rules and regulations, and subject further to continuation of the condition imposed on The Milwaukee Electric Railway & Transport Company by the Commission's order of June 29, 1943 (Release No. 4394) by the terms of which it is provided that if from time to time in the future additional common stock is retired by said company, its bonds will be retired to the extent necessary in order that the aggregate par amount of stock outstanding will at least equal two and one-half times the aggregate principal amount of the outstanding bonds.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-13953; Filed, Sept. 9, 1944; 11:32 a. m.]

[File No. 52-19]

PORTLAND ELECTRIC POWER CO.

NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 8th day of September 1944.

The Commission having in its findings, opinion and order of July 1, 1944, issued pursuant to the Public Utility Holding Company Act of 1935, denied applications for the approval of plans of reorganization for Portland Electric Power Company ("Pepco"), a registered holding company, now in reorganization under Chapter X of the Federal Bankruptcy Act in the District Court of the United States for the District of Oregon, which plans were severally filed by Thos. W. Delzell and R. L. Clark, Independent Trustees of Pepco, by Guaranty Trust Company of New York, as Indenture Trustee under the Indenture of Trust securing the 6% Collateral Trust Income Bonds of Pepco, by a committee representing certain bondholders, and by a committee representing certain Prior Preference stockholders;

The denial of said applications having been after public hearings, notice of which was ordered by the Commission sent to all known bondholders of Pepco and to all of its stockholders of record, which notice recited, among other things, that the hearings were to be for the purpose of considering other plans which might be proposed by any person having a bona fide interest in the reorganization;

The Commission having in its said findings and opinion of July 1, 1944 made suggestions as to the form of plan which the Commission might find to be fair and equitable and otherwise in conformity with the applicable statutory standards, and having directed that any amendments to the plans then on file, or any further plans by any duly qualified person or group, conforming with the findings and opinion of the Commission, be filed in this proceeding within sixty days from July 1, 1944, in default whereof the Commission would give consideration to its power and duty itself to proceed under the provisions of section 11 (f) of the act to formulate a reorganization plan for submission to the Reorganization Court:

Notice is hereby given that an application for approval of an amended plan of reorganization dated August 25, 1944 ("the Plan") has been filed on August 28, 1944 by the Guaranty Trust Company of New York, as Indenture Trustee, the applicant stating that it believes that the Plan conforms to the findings and opinion of the Commission. All interested persons are referred to said application and plan which are on file in the office of this Commission for a statement of the transactions therein proposed, which may be summarized as follows:

1. The Plan is to be effective as of June 30, 1944.

2. It is stated that the Plan is predicated upon the findings of the Commission as to the value of Pepco's assets, and that such assets and their respective values as of June 30, 1944 are as follows:

236,819 shares Portland General Electric Co. common stock	$21,939,515
131,131 shares Portland Traction Co. common stock	3,373,635
23,180 shares Consolidated Electric & Gas Co. $6 cumulative preferred stock	811,300
$25,000 Consolidated Electric & Gas Co. collateral trust bonds	24,250
Receivables from Cazadero Real Estate Co	414,553
Interurban lines, shops and car houses	$800,000
Miscellaneous real estate and real estate receivables	51,004
	$27,414,257

3. It is stated that as of the same date, the capital liabilities of Pepco are as follows:

Security	Principal amount	Accrued interest or dividends	Total
$16,157,600 6% Collateral Trust Income Bonds	[1] $16,157,600	[2] $9,942,976	$26,100,576
56,824 shares, 7% Cumulative Prior Preference Stock, $100 par	5,682,400	4,574,332	10,256,732
61,963 shares, 6% Cumulative First Preferred Stock, $100 par [3]	6,196,300	4,337,410	10,533,710
30,358.2 shares, 7.2% Cumulative First Preferred Stock, $100 par [3]	3,035,820	2,550,089	5,585,909
32,512 shares, $6 Cumulative First Preferred, no par [3]	3,251,200	2,275,840	5,527,040
3,586 shares, $6 Non-cumulative Second Preferred Stock, $1 par	358,600		358,600
988 shares, Common Stock, $1 par	988		988

[1] Excluding an aggregate of $193,000 of 1934 Bonds held by the Debtor, PGE and Cazadero, and $36,600 of 1937 Bonds held by Cazadero, which Bonds are to be cancelled and not participate in the Plan. Of the $16,157,600 Bonds, $15,807,000 are 1934 Bonds and $350,600 are 1937 Bonds.

[2] Including $9,800,340 accrued interest on 1934 Bonds, and $142,636 accrued interest on 1937 Bonds.

[3] Excluding shares held by Cazadero to be cancelled and not to participate in the Plan, as follows: 1 share of 6% First Preferred, 203/100 shares 7.2% First Preferred, and 4 shares of $6 First Preferred.

4. The authorized common stock of Portland General Electric Company ("PGE"), a subsidiary of Pepco, is to be increased from 500,000 shares to 1,500,000 shares, all without par value. The number of shares of such stock outstanding will be increased from 236,819 shares to 1,015,299.5 shares, without any increase in the total capital stock liability of PGE. The actions brought by the Independent Trustees against The Chase National Bank of the City of New York and against Central Public Utility Corporation are to be retained and enforced by the Independent Trustees. However, the right to receive any net recoveries from such actions will be assigned, as a capital contribution, to PGE. All expenses incurred subsequent to the confirmation of the Plan with respect to enforcement of such actions will be paid by PGE in such reasonable amounts as the Court from time to time may direct. PGE will continue the defense of and prosecution of its counter-claims in the action brought against it by The Chase National Bank of the City of New York and will not settle or compromise said action without approval of the Court. The members of the board of directors of PGE as of the date of confirmation of the Plan are to remain in office until their successors are elected at the first regular meeting of stockholders to be held subsequent to a period of 30 days following the first issuance under the Plan of Certificates of Beneficial Interest in PGE Common Stock.

5. All the outstanding common stock of PGE, except directors' qualifying shares, is to be transferred to an Adjustment Trustee, which shall be such bank or trust company, having its principal office in Portland, Oregon, as shall be selected by the Independent Trustees and approved by the Court and the Commission. The Adjustment Trustee will hold such stock pursuant to an Adjustment Trust Agreement.

(a) The Adjustment Trustee will issue Certificates of Beneficial Interest, Certificates of Contingent Interest and Certificates of Subordinated Contingent Interest, which will be distributed in the manner hereafter described. Said Certificates of Contingent Interest and of Subordinated Contingent Interest will not be transferable except by operation of law.

(b) Such trust will terminate on December 31, 1947 or on such other date as the litigation referred to in paragraph 4 hereof shall be finally terminated or settled, whichever date shall sooner occur, provided that the Court may extend such date upon a showing that additional time is required in order to obtain final termination or settlement of the litigation.

(c) If on or prior to the expiration date PGE shall receive any benefits from the litigation, either through the receipt of assets or reduction of liabilities as shown on the books of PGE as of June 30, 1944, PGE will notify the Adjustment Trustee thereof and the Adjustment Trustee will determine the value, in the manner specified in the Adjustment Trust Agreement, of such benefits so realized by PGE. Such determination will be subject to the approval of the Court and the Commission. PGE will credit the amount so determined to a special reserve account against which shall be charged (i) all expenses of PGE, for which it shall not have been reimbursed, relating to the litigation or to the Adjustment Trust Agreement (exclusive of charges relating to maintaining records concerning Certificates of Beneficial Interest, transferring such Certificates, and forwarding to holders of such Certificates notices of meetings and other printed material) and (ii) any taxes resulting from such benefits of the litigation. Any net credit balance in such reserve account remaining after such charges shall be maintained until termination of the Adjustment Trust, after which the amount carried in such special reserve account may be transferred to PGE's surplus accounts, subject to the approval of the Commission.

(d) As soon as feasible after the expiration date or after the date of final termination or settlement of the litigation, whichever date shall sooner occur, if there be a net amount in the special reserve account available for transfer to surplus accounts as provided above, provided the board of directors of PGE shall not have made the determination referred to below, the Adjustment Trustee will cause PGE to reclassify its outstanding common stock so that the number of shares thereof will be increased by such number as shall result from dividing such net amount in the special reserve account by the then value per share of PGE common stock computed as herein described. Such value per share shall be deemed to be the sum of (i) $21.609 (the value per share as of the effective date of the Plan as determined in the reorganization proceedings) and (ii) the net amount of undistributed net income available for dividends on common stock, accrued from the effective date of the Plan to the last day of the calendar month next preceding the date of reclassification, divided by the number of shares of common stock then outstanding. If the net amount in the special reserve account available for transfer to surplus accounts shall be less than $100,000 and if the board of directors of PGE shall within 20 days after the final determination of such amount determine that it is not in the interest of PGE or of holders of Certificates of Contingent Interest to reclassify the common stock of PGE, then such net amount shall be paid over to the Adjustment Trustee for distribution pro rata to holders of Certificates of Contingent Interest in full satisfaction thereof.

(e) Upon termination of the Adjustment Trust, the Adjustment Trustee will distribute the common stock of PGE held by it to the holders of Certificates of Beneficial Interest, Certificates of Contingent Interest and Certificates of Subordinated Contingent Interest, upon surrender thereof, in accordance with their respective interests: *Provided, however,* That no fractions of shares shall be so distributed but in lieu thereof scrip certificates.

(f) Prior to the termination of the Adjustment Trust, PGE will not declare or pay any dividends upon its common stock, except out of amounts credited to surplus from earnings subsequent to the effective date of the Plan. If the Adjustment Trustee shall receive from PGE any dividends upon its common stock, such dividends shall be distributed pro rata to the holders of Certificates of Beneficial Interest.

(g) The Adjustment Trustee will have irrevocable power to vote the common stock of PGE with respect to the reclassification of such stock referred to above. For all other purposes, the Adjustment Trustee will vote such stock in accordance with the instructions or authorizations received from the holders of Certificates of Beneficial Interest.

(h) PGE will reimburse the Adjustment Trustee for its reasonable disbursements and will pay a reasonable compensation for services under the Adjustment Trust Agreement.

6. The authorized common stock of Portland Traction Company ("Traction"), subsidiary of Pepco, is to be in-

creased from 150,000 shares to 750,000 shares, all without par value. The number of shares of such stock outstanding will be increased from 131,131 to 576,834 shares, without any increase in the total capital stock liability of Traction. Traction will purchase from Pepco, as of the effective date of the Plan, the Interurban Railroad properties, the Center Street shops and the Water Street freight terminal yards. In consideration for such purchase, Traction will assume all obligations of Pepco relating to the Interurban Railroad, and will issue to Pepco 100,000 shares of additional common stock of Traction. The members of the board of directors of Traction, as of the date of confirmation of the Plan, are to remain in office until their successors are elected at the first regular meeting of stockholders to be held subsequent to a period of 30 days following the first issuance under the Plan of certificates for shares of Traction common stock.

7. All of the 6% Collateral Trust Income Bonds of Pepco held by the Debtor and by Cazadero Real Estate Company will be cancelled and will not participate in the Plan. All bonds held by PGE will be transferred to the Debtor for $13,950, the book cost thereof to PGE, and cancelled. The shares of First Preferred Stock of Pepco held by Cazadero Real Estate Company will be cancelled and will not participate in the Plan.

8. Pepco and its subsidiaries, Cazadero Real Estate Company and Little White Salmon Land Company, will be liquidated and dissolved, and all assets thereof not otherwise distributable under the Plan will be conveyed to a corporation, referred to as Realization Corporation, to be formed under the laws of the State of Oregon or such other state as the Court may direct. Realization Corporation will issue common stock, which will be distributed in the manner hereafter described, and will hold such assets for the purpose of liquidating the same and distributing the net proceeds of such liquidation proportionately among its stockholders. Realization Corporation will have a board of directors consisting of five members who shall initially be designated by the Court. Realization Corporation will assume payment of all reorganization expenses and allowances in the amounts to be approved by the Court.

9. Holders of 1934 Bonds of Pepco are to receive in full satisfaction of the principal amount thereof and accrued interest thereon the following securities with respect to each $1,000 principal amount of such bonds:

Certificates of Beneficial Interest in 60 shares of Portland General Electric Company common stock,

40 shares of Portland Traction Company common stock, and

10 shares of Realization Corporation common stock.

Holders of 1937 Bonds of Pepco are to receive in full satisfaction of the principal amount thereof and accrued interest thereon the following securities with respect to each $1,000 principal amount of such bonds, and a proportionate amount of such securities with respect to such bonds of a principal amount of less than $1,000:

Certificate of Beneficial Interest in 52 shares of Portland General Electric Company common stock,

35 shares of Portland Traction Company common stock,

8 shares of Realization Corporation common stock, and $6.92 in cash,

Provided, however, That no Certificate of Beneficial Interest in fractions of a share of PGE common stock and no certificate for fractions of a share of Traction common stock will be issued but in lieu thereof scrip certificates.

Holders of Prior Preference Stock of Pepco are to receive in full satisfaction of their claim thereon, including all dividends accrued, the following securities with respect to each share of such stock:

Certificate of Beneficial Interest in .856 share of Portland General Electric Company common stock,

Certificate of Contingent Interest in the amount of $157.38 with respect to shares of Portland General Electric Company common stock issuable upon the contingencies, and subject to the limitations, set forth in the Adjustment Trust Agreement.

.569 share of Portland Traction Company common stock, and

.145 share of Realization Corporation common stock,

Provided, however, That no Certificate of Beneficial Interest in fractions of a share of PGE common stock and no certificate for fractions of a share of Traction common stock will be issued but in lieu thereof scrip certificates.

Each holder of First Preferred Stock of Pepco is to receive in full satisfaction of his claim thereon, including all dividends accrued, a Certificate of Subordinated Contingent Interest in the amount of such claim, including dividends accrued through June 30, 1944, with respect to any shares of Portland General Electric Company common stock, exceeding the aggregate number required to satisfy all Certificates of Contingent Interest subject to issuance upon the contingencies set forth in the Adjustment Trust Agreement.

10. The plan states that the assets of Pepco are insufficient to make any provision for holders of Second Preferred Stock or Common Stock of Pepco; that such holders have no equity in the assets and are not affected by the Plan; that the holders of First Preferred Stock have no equity in the assets of the Debtor and have no interest, except upon the contingency that net recoveries may be realized from the litigation in an amount more than sufficient to satisfy the claims of Prior Preference Stock; that the Plan gives adequate protection for the realization by the holders of Prior Preference Stock and First Preferred Stock of the values of their respective equities; and that accordingly, if the Plan by order of the Court is submitted to any class of stockholders for acceptance, and if the Plan is not accepted by the requisite number of such holders, pursuant to section 179 of the Bankruptcy Act, the Plan may nevertheless be confirmed by the Court.

11. All creditors of Pepco, other than bondholders, will be paid in full.

12. All expenses in connection with the Plan and its consummation and all costs of administration and other allowances, in such amounts as shall be approved by the Court, will be assumed by Realization Corporation and paid out of the assets to be transferred to it under the Plan.

13. Consummation of the Plan will be under the supervision of the Court, which may construe the Plan and may cure any defect, supply any omission or reconcile any inconsistency.

It appearing to the Commission that it is appropriate in the public interest and the interest of investors and consumers that a hearing be held with respect to such Plan, in accordance with the provisions of section 11 (f) of the act:

It is ordered, That the hearing in this matter be reconvened on September 28, 1944, at 10:00 a. m., e. w. t., in the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, before William W. Swift, the Trial Examiner heretofore designated, or before such other officer or officers of the Commission as may be designated by it for that purpose. The officer designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of the act and to a Trial Examiner under the Commission's rules of practice.

It is further ordered, That without limiting the issues to be considered in this proceeding, particular attention will be directed at the reconvened hearing to the following matters and questions:

(1) Whether the proposed Plan should be approved as fair and equitable, and feasible;

(2) To what extent, if at all, the proposed Plan should be modified or amended to render it fair and equitable, and feasible;

(3) Without limiting the generality of the foregoing, whether the Plan should be amended to provide for an effective date later than June 30, 1944; and if so, as of what date should the Plan be effective;

(4) Whether, in the event that the Commission shall not approve the Plan as filed or as modified, the Commission shall itself propose a Plan for the purposes of section 11 (f), and if so, the nature and content of the Plan so to be proposed.

(5) Whether the various transactions set forth in connection with the Plan meet the requirements of applicable sections of the Public Utility Holding Company Act of 1935, particularly Sections 7, 10, 11 and 12 thereof and the rules and regulations promulgated thereunder, including (but without limitation) the following:

(a) The acquisition by Realization Corporation of assets now owned by Pepco, Cazadero Real Estate Company and Little White Salmon Land Company;

(b) The acquisition by Traction of Pepco's Interurban Railroad properties, the Center Street shops and the Water Street freight terminal yard;

(c) The issuance by Realization Corporation of common stock;

(d) The issuance by PGE and Traction of additional shares of common stock without increasing their respective capital stock liabilities;

(e) The issuance by the Adjustment Trustee of Certificates of Beneficial Interest, Certificates of Contingent Interest, and Certificates of Subordinated Contingent Interest.

It is further ordered, That the Secretary of the Commission shall serve notice of the hearing aforesaid by mailing a copy of this order by registered mail to all parties who have heretofore entered their appearances herein, or to their respective counsel of record, and shall give notice to all other persons by publication of a copy of this order in the FEDERAL REGISTER.

It is further ordered, That any person, who has not heretofore entered his appearance herein, desiring to be heard in connection with this proceeding, or otherwise wishing to participate therein, shall file with the Secretary of the Commission, on or before September 26, 1944, his request or application therefor as provided in Rule XVII of the rules of practice of the Commission.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-13955; Filed, Sept. 9, 1944; 11:32 a. m.]

[File No. 59-74]

SPOKANE GAS & FUEL CO.

ORDER REQUIRING PLAN OF COMPLIANCE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 8th day of September, A. D. 1944.

The Commission having instituted a proceeding respecting Spokane Gas & Fuel Company, a subsidiary of a registered holding company, pursuant to section 11 (b) (2) of the Public Utility Holding Company Act;

Hearings having been held after appropriate notice and the Commission having this day entered its findings and opinion thereon:

It is ordered, That Spokane Gas & Fuel Company shall forthwith diligently prepare and file with the Commission a plan of compliance with section 11 (b) (2) of the said act which plan shall, without limiting the scope thereof, include provisions for a recapitalization of Spokane Gas & Fuel Company on a sound financial basis with a capital structure consisting of not more than one class of debt and one class of stock, in amounts appropriate to the assets and earnings of the company and the applicable standards of the act, and shall include appropriate action to restate the plant and property and other accounts of the company in accordance with sound accounting principles and not inconsistent with the findings and opinion issued therein.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 44-13956; Filed, Sept. 9, 1944; 11:32 a. m.]

[File Nos. 70-314, 70-315, 59-21, 4-33, 54-91, 70-868]

UNITED GAS CORP., ET AL.

ORDER APPROVING PLAN PERMITTING DECLARATIONS TO BECOME EFFECTIVE AND GRANTING APPLICATIONS

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 7th day of September 1944.

In the matter of United Gas Corporation, United Gas Pipe Line Company, Houston Gulf Gas Company, File No. 70-314; in the matter of Electric Bond and Share Company, File No. 70-315; in the matter of Electric Bond and Share Company, Electric Power & Light Corporation, United Gas Corporation, Houston Gas Securities Company, United Gas Pipe Line Company, Houston Gulf Gas Company, File No. 59-21; in the matter of investigation of organization and financing of United Gas Corporation, etc., File No. 4-33; in the matter of United Gas Corporation, Electric Power & Light Corporation, Electric Bond and Share Company, File No. 54-91; in the matter of Electric Bond and Share Company, File No. 70-868.

United Gas Corporation ("United") having filed with the Commission an application for approval of a Plan, as amended (hereinafter referred to as the "plan"), pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 (the "act") and Electric Bond and Share Company ("Bond and Share") and Electric Power & Light Corporation ("Electric") having joined in said plan with respect to all transactions affecting them provided for thereon; and

United, Bond and Share and Electric having requested the Commission, pursuant to section 11 (e) of the act if it approved the plan, to apply to a Court in accordance with the provisions of subsection (f) of section 18 of the act to enforce and carry out the terms and provisions of said plan; and

Bond and Share having filed a declaration under section 12 (c) of the act seeking approval of the use of all or any part of the cash proceeds to be received by it under the plan for the acquisition and retirement of its preferred stocks and having conditioned its joinder in the plan upon the issuance of an order of the Commission permitting said declaration under section 12 (c) to become effective; and

United and certain of its subsidiaries having filed a joint application and declaration pursuant to sections 6, 7, 9 (a), 10 and 12 of the act for approval of a series of transactions incident to the refinancing of United (File No. 70-314), and in connection with the filing of said plan having filed an amendment to the joint application and declaration to provide for the issuance and sale of $100,000,000 principal amount of First Mortgage and Collateral Trust Bonds and the use of the proceeds of such sale for the redemption of its publicity held $7 preferred stock, the purchase of a portion of its outstanding second preferred stock and the redemption of the publicly held 5% Collateral Trust Gold Bonds assumed by United, as contemplated in said plan and for the issuance and sale by United Gas Pipe Line Company, a wholly owned subsidiary of United, of $23,000,000 principal amount of its First Mortgage Bonds, all of which will be issued to United in exchange for a like principal amount of United Gas Pipe Line's 6% debentures owned by United which debentures will be cancelled; and

The Commission having on March 6, 1944 issued its notice and order for hearing on said application and Plan under section 11 (e) on said declaration under section 12 (c) and having directed the consolidation of the proceedings thereon with each other and with a prior consolidated proceeding involving, among other matters, applications and declarations under sections 6, 7, 9 (a), 10 and 12 of the act for the refinancing of United and proceedings instituted by the Commission under sections 11 (b) (2), 12 (b), 12 (c), 12 (f), 18 (a) and 18 (b) of the act (File Nos. 70-314, 70-315, 59-21, 4-33); and

A copy of said notice and order for hearing of March 6, 1944 having been mailed to all security holders of the applicant (insofar as the identity of such security holders was known or available), notice having been duly given to all interested persons, all persons having been given an opportunity to be heard with respect to all matters pertaining to said proceedings, public hearings having been held, the staff of the Public Utilities Division of the Commission having prepared and filed a draft of the proposed findings and opinion and having recommended its adoption by the Commission, copies of the draft of the proposed findings and opinion having been served on all parties and persons who appeared and participated in the proceedings, an opportunity having been afforded to each of them to file a written statement of objections to all or any part thereof, briefs and answering briefs having been filed and the Commission having heard oral argument, and the Commission having this day issued and filed its findings and opinion herein; and

United, Bond and Share and Electric having requested that the Commission's order conform to and set forth the recitals specified in sections 371 and 1808 (f) of the Internal Revenue Code as amended;

It is ordered, That the plan be, and the same hereby is approved subject, however, to the condition that the applicants undertake to pay such fees and reimburse such expenses incurred or to be incurred in connection with said plan, the transactions incident thereto and the consummation thereof, as are approved, allocated, or awarded by further order or orders of this Commission; and to the further conditions and reservations hereinafter set forth.

It is further ordered, That counsel for the Commission be, and they hereby are, authorized and directed to make application forthwith on behalf of the Commission to an appropriate United States District Court pursuant to the provisions of sub-section (f) of section 18 of the act to enforce and carry out the terms and provisions of the plan.

It is further ordered, That this order shall not be operative to authorize the consummation of any transactions proposed in the plan until an appropriate United States District Court shall, upon application of the Commission, enter an order enforcing the plan herein approved.

It is further ordered, That the declaration of Bond and Share under section 12 (c) with respect to the acquisition of a portion of its outstanding $5 and $6 preferred stocks be, and the same hereby is, permitted to become effective forthwith subject to the terms and conditions prescribed in Rule U24 and to the further terms and conditions that:

(1) All purchases shall be effected on the New York Curb Exchange except that the company may purchase large blocks of stock otherwise than on said Exchange provided that notice of intention to effect each such purchase together with a statement of the identity of the seller, the price proposed to be paid and any fees or commissions to be incurred in connection therewith shall have been given to the Commission and the company shall not have been informed by the Commission that it intends to issue an order to show cause why such purchase should not be consummated. The company shall not solicit or cause to be solicited the sale of any shares to the company either on or off the said Exchange;

(2) The company shall furnish to the Commission promptly at the end of each week a report showing the number of shares of each class of preferred stock purchased each day during the week, the prices at which they were purchased and the names of the brokers through whom they were purchased;

(3) The company shall include in its quarterly reports to stockholders information as to the total number of shares of each class purchased and the aggregate purchase price for each class;

(4) No purchases shall be made after twelve months from the date of the receipt of the cash under the plan subject, however, to the right of the company to apply for an extension or extensions of such period;

(5) The company shall advise by letter the holders of record of its preferred stock fully with respect to its intention to make such purchases and the method to be employed and the Commission reserves jurisdiction with respect to the form and contents of such notice and any similar communications;

(6) All shares of preferred stock acquired by the Company pursuant to the present declaration and order shall be retired and cancelled;

(7) The company shall have the right to file substitute or additional programs with respect to the use of all or any portion of the funds which are the subject of the application, and jurisdiction is hereby reserved to require the company to make such filings or to take such other action as may be necessary or appropriate under the provisions of the act; and

(8) The Commission reserves jurisdiction in its discretion to rescind or modify its order, any such rescission or modification to be applicable to such portion of the cash permitted to be employed for such purchases pursuant to the proposals herein as shall not have been previously expended.

It is further ordered, That the joint application and declaration of United and United Gas Pipe Line Company, as amended, with respect to the issuance of $100,000,000 principal amount of First Mortgage and Collateral Trust Bonds, under sections 6, 7, 9 (a), 10, 11 (b) and 12 of the act be, and the same hereby is, granted and permitted to become effective, except as to the issues concerning the terms and conditions of the Bonds proposed to be issued and sold by United and United Gas Pipe Line Company and the fees and expenses to be incurred in connection with said proposed issuance and sale as to which matters jurisdiction be, and the same hereby is, specifically reserved, subject, however, to the terms and conditions contained in Rule U-24.

It is further ordered, That jurisdiction be, and it hereby is, reserved:

(1) To consider, determine and take appropriate action with respect to all issues involved in United Gas Corporation, et al., File Nos. 70–314, 70–315, 59–21 and 4–33, except those disposed of herein;

(2) To entertain such further proceedings, to make such further and supplemental findings and to take such additional action as may be found to be appropriate in the premises in connection with the said plan and the several transactions incident to the consummation thereof:

It is further ordered, That the issues, distributions, transfers, and exchanges of securities, and the transactions, specified and itemized below all as provided by the plan are necessary or appropriate to the integration and simplification of the holding company system of which United is a member and necessary or appropriate to effectuate the provisions of sub-section (b) of section 11 of the Public Utility Holding Company Act of 1935;

(1) The sale and transfer by Bond and Share and the acquisition by Electric for a cash purchase price of $44,000,000 of all the claims in and against United held by Bond and Share as follows: $25,000,000 principal amount of 6% Debentures due 1953 of United Gas Public Service Company assumed by United; 6% demand note in the principal amount of $25,925,000; 6% open account of indebtedness of $2,000,000; 17,310 shares of $7 preferred stock, 752,666 shares of common stock, 151,005 option warrants for the purchase of common stock of United; and $440,000 principal amount of 5% Collateral Trust Gold Bonds of Houston Gas Securities Company assumed by United.

(2) The surrender by Electric and the acquisition and cancellation by United of 17,310 shares of $7 preferred stock of United together with all rights to accumulated and undeclared dividends thereon acquired by Electric from Bond and Share in the transaction described in paragraph (1) above.

(3) The redemption and cancellation by United of 432,512 shares of its $7 preferred stock at their redemption price of $110 per share plus accumulated dividends thereon to the redemption date.

(4) The declaration, issuance and distribution by United of a dividend on its $7 second preferred stock, all of which is held by Electric, of 12,385,520 shares of its $1 par value common stock and the acceptance by Electric of such stock dividend in payment of $12,385,520 of accumulated and unpaid dividends on such stock.

(5) The surrender by Electric and the acquisition and cancellation by United of 444,680 shares of $7 second preferred stock of United together with all rights to accumulated and undeclared dividends thereon and the issuance and delivery to Electric in exchange therefor of 44,468,000 shares of the $1 par value common stock of United.

(6) The sale and transfer by Electric and the acquisition for cancellation by United in exchange for $44,000,000 in cash of $440,000 shares of second preferred stock of United having a stated value of $44,000,000 and together with the right to accumulated and unpaid dividends on such stock.

(7) The payment by Electric of the $44,000,000 received by it in the transaction described in paragraph (6) above to Bond and Share.

(8) The surrender by Electric and the acquisition by United as a contribution to capital of the securities and open account of indebtedness of United acquired by Electric from Bond and Share as described in paragraph (1) above together with option warrants for the purchase of 3,600,040 shares of common stock of United held by Electric exclusive of the 17,310 shares of $7 preferred stock of United previously surrendered as described in paragraph (2) above.

(9) The redemption and retirement by United of $3,460,000 principal amount of 5% Collateral Trust Gold Bonds of Houston Gas Securities Company due March 1, 1952 assumed by United.

(10) The issuance and distribution by United of 42,613,209 shares of its $1 par value common stock as a common stock dividend of two-thirds of a share of $1 par value common stock on each share of

such stock outstanding and the acceptance thereof by the common stockholders of United, and in connection therewith the transfer from capital surplus to stated capital of the sum of $42,613,209 to cover the capital liability to be represented by the additional shares of stock to be issued and to render such shares fully paid and nonassessable.

(11) The issuance and distribution by United of 10,653,302.2 shares of $10 par value common stock and the transfer and exchange of such shares by United and its common stockholders for the outstanding 106,533,022 shares of $1 par value common stock of United or in exchange for scrip of United.

(12) The issuance, transfer and exchange of scrip of United and the issuance and transfer of $10 par value common stock of said company in exchange therefor to the extent necessary to carry out the Plan.

(13) All other transfers and exchanges of common stock and scrip of United which are required in order to carry out the Plan.

(14) The revocation, abrogation and cancellation of all outstanding option warrants for the purchase of common stock of United.

(15) The issuance and sale by United of $100,000,000 principal amount of First Mortgage and Collateral Trust Bonds, and the issuance by United Gas Pipe Line Company of $23,000,000 principal amount of its First Mortgage Bonds, subject to the reservations and conditions hereinbefore set forth.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-13954; Filed, Sept. 9, 1944; 11:32 a. m.]

[File No. 70-959]

NATIONAL POWER & LIGHT CO. AND MEMPHIS GENERATING CO.

SUPPLEMENTAL NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 9th day of September, A. D. 1944.

Notice is hereby given that a joint declaration or application (or both) has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named parties; and

Notice is further given that any interested person may not later than September 19, 1944 at 5:30 p. m., e. w. t., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the rules and regulations promulgated pursuant to said act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Philadelphia 3, Pennsylvania.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transaction therein proposed, which is summarized below:

National Power & Light Company ("National") is a registered holding company subsidiary of Electric Bond and Share Company, also a registered holding company. National owns all of the outstanding securities of Memphis Generating Company ("Memphis") consisting of 47,000 shares of common stock with a par value of $100 per share. National proposes to sell to Memphis and the latter proposes to purchase from National 3,000 shares of said common capital stock for a total consideration of $300,000 in cash, payable upon delivery of a certificate or certificates representing the said 3,000 shares of stock. Memphis proposes to retire the said 3,000 shares of stock and effect a reduction of its capital in the amount of $300,000.

The proposed transaction is stated to be a step in compliance with the order of the Commission dated August 23, 1941 directing the dissolution of National.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 44-13982; Filed, Sept. 11, 1944; 9:36 a. m.]

UNITED STATES COAST GUARD.

APPROVAL AND WITHDRAWAL OF APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R. S. 4405, 4417a, 4488, 4491 (46 U.S.C. 375, 391a, 481, 489), and Executive Order 9083, dated February 28, 1942 (7 F.R. 1609), the following approval and withdrawal of approval of equipment are prescribed:

APPROVAL OF EQUIPMENT

LIFE RAFT

20-person improved type Taylor life raft, Model #2 (Dwg. No. R104A, dated 11 July, 1944), submitted by Flury & Crouch, West Palm Beach, Florida.

WITHDRAWAL OF APPROVAL OF EQUIPMENT

PARACHUTE FLARE

Monty red parachute signal flare plastic cartridge, submitted by Monty Laboratories Corp., Hamilton & Liberty Streets, Albany, N. Y. (Approved 14 June, 1943, 8 F.R. 8188.) Cartridges now manufactured may be placed in service and cartridges in service may be continued in service if in serviceable condition.

L. T. CHALKER,
Rear Admiral, USCG,
Acting Commandant.

SEPTEMBER 11, 1944.

[F. R. Doc. 44-13990; Filed, Sept. 11, 1944; 11:03 a. m.]

WAR FOOD ADMINISTRATION.

DESIGNATION OF AUTHORITY TO HOLD HEARINGS, TO SIGN AND ISSUE SUBPOENAS, AND TO ADMINISTER OATHS OR AFFIRMATIONS

The name of Robert A. Hope is hereby added to the list of persons appearing in paragraph (A) of the "Designation of Persons to Hold Hearings, to Sign and Issue Subpoenas, and to Administer Oaths and Affirmations", issued by the Secretary of Agriculture and the Assistant War Food Administrator on October 25, 1943 (8 F.R. 14592), and the said Robert A. Hope is authorized to perform any acts and to exercise any powers specified in such designation.

Done at Washington, D. C., this 8th day of September 1944.

ASHLEY SELLERS,
Assistant War Food Administrator.

CHARLES F. BRANNAN,
Acting Secretary of Agriculture.

[F. R. Doc. 44-13937; Filed, Sept. 9, 1944; 11:14 a. m.]

WAR MANPOWER COMMISSION.

WASHINGTON, D. C., AREA

EMPLOYMENT STABILIZATION PROGRAM

The following employment stabilization program for the Washington, D. C., Area is hereby prescribed, pursuant to § 907.3 (g) of War Manpower Commission Regulation No. 7, "Governing Employment Stabilization Programs," effective July 1, 1944 (8 F.R. 11338).

Sec.
1. Objectives.
2. Definitions.
3. Control of hiring and solicitation of workers.
4. Hiring procedures.
5. Issuance of statements of availability by employers.
6. Referral of workers by United States Employment Service.
7. Special hiring provisions.
8. Exclusions.
9. Appeals.
10. Contents of statements of availability.
11. Solicitation of workers.
12. Hiring.
13. Representation.
14. General referral policies.
15. Release of workers hired contrary to the program.
16. Discontinuance of inter-area releases.
17. Enforcement.
18. Effective date.
19. Interpretations and procedures.
20. Amendments.

SECTION 1. *Objectives.* In furtherance of the war effort the Area Director of the War Manpower Commission for the Washington, D. C., Area with the concurrence of the Area Management-Labor Committee has adopted the following program. The purpose of the program is to eliminate wasteful labor turnover, to reduce unnecessary migration by encouraging the full use of local labor, to direct scarce labor where most needed in the war program, and to obtain the

maximum utilization of the manpower resources under standards protecting the rights of all concerned.

SEC. 2. *Definitions.* As used in this employment stabilization program:

(a) "Area covered" is the Washington, D. C., Area comprising the District of Columbia, Montgomery and Prince Georges Counties in Maryland, Arlington and Fairfax Counties and the City of Alexandria in Virginia.

(b) "Essential activity" means any activity included in the War Manpower Commission List of Essential Activities (9 F.R. 3493).

(c) "Locally needed activity" means any activity duly approved by the Area Manpower Director or the Chairman of the War Manpower Commission as a locally needed activity.

(d) "Locally needed establishment" means any establishment designated specifically by the Area Director as a locally needed establishment.

(e) "State" includes Alaska, Hawaii, and the District of Columbia.

(f) "Agriculture" means those farm activities carried on by farm owners or tenants on farms in connection with the cultivation of the soil, the harvesting of crops, or the raising, feeding or management of livestock, bees and poultry, and shall not include any packing, canning, processing, transportation or marketing of articles produced on farms unless performed or carried on as an incident to ordinary farming operations as distinguished from manufacturing or commercial operations.

(g) "Employer" means any person, firm, corporation or the Federal Government who employs persons for consideration except as indicated in "Exclusions." Under this definition the Civil Service Commission represents the Federal Government as an employer insofar as positions subject to the Civil Service Act and rules are concerned.

(h) "Referral" means a statement issued by the United States Employment Service of the War Manpower Commission sending a worker with his consent to a specific job with a specific employer, for consideration of hiring by such employer.

(i) "New employee" means any individual who has not been in the employment of the hiring employer at any time during the preceding 30-day period. For the purpose of this definition, employment of less than seven days' duration and employment which is supplemental to the employee's principal work shall be disregarded.

(j) The terms "employment" and "work" as applied to an individual engaged in principal and supplementary employment means his principal employment.

(k) "Locality" means the area as stated in section 2 (a) above. For purposes of railroad employment, locality means the railroad operation division.

(l) "Record of prior employment" is a written certification by an applicant for employment containing the name and location of each employer for whom he has worked during the 60 days preceding such application, his occupation and the date of separation from his employer.

(m) "Solicitation" means the intiation of contract with an individual orally or through written or published communication for the purpose of inducing him to accept employment. The furnishing of employment by an employer or his agent to individuals who voluntarily and without solicitation make inquiry is not deemed to be soliciting.

(n) An "employment ceiling" is the highest level of total employment or of specified types of employees which an establishment is not permitted to exceed, based upon an approved necessary production schedule. Ceilings may be established to:

(1) Permit employment expansion;

(2) Maintain employment at present levels; or

(3) Reduce to employment level.

The employment ceiling is subject to change as production schedules change.

(o) A "manpower allowance" represents an administrative determination of the number of employees or specified types of employees, within the ceiling, which an establishment is currently not permitted to exceed and is used as the means for the current allocation and referral of available labor. This manpower allowance is subject to change as supply factors in the labor market may warrant.

(p) "Priority referral" is a program which provides that employers, except agricultural employers, may hire workers referred by the United States Employment Service of the War Manpower Commission or in accordance with arrangements approved by the United States Employment Service of the War Manpower Commission, so that workers may be referred to jobs in the order of the relative importance of those jobs to the war effort.

SEC. 3. *Control of hiring and solicitation of workers.* All hiring and solicitation of workers in, or for work in, the Washington Area shall be conducted in accordance with this Employment Stabilization Plan.

SEC. 4. *Hiring procedures.* (a) No employer shall hire any individual in, or for work in, the Washington Area except upon referral by, or in accordance with arrangements approved by the United States Employment Service of the War Manpower Commission.

(b) The Area Manpower Director may fix for all or any establishments in the Washington Area, fair and reasonable employment ceilings and allowances, limiting the number of employees or other specified types of employees which such establishments may employ during specified periods. The basic factor in determining such ceilings and allowances will be the relative urgency of the establishment's production or services required for the prosecution of the war or for community war-time needs. Other considerations will be the labor needs of the establishment and the available labor supply. Except as authorized by the Area Manpower Director, no employer shall hire any new employee for work in such establishment if the hiring of such employee would result in such establishment's exceeding the employment ceiling or allowance currently applicable to it.

(c) A new employee whose last regular employment was in agriculture and who is to be hired for non-agricultural work shall be hired only upon referral by or in accordance with arrangements approved by the United States Employment Service of the War Manpower Commission. No such individual shall be referred to non-agricultural work, except after consultation with a designated representative of the War Food Administration, and provided that such an individual may be hired for non-agricultural work for a period of not to exceed six weeks without referral.

(d) Employers shall retain and file statements of availability, referral cards, and records of prior employment, and shall make them available for inspection upon request by a representative of the War Manpower Commission.

SEC. 5. *Issuance of statements of availability by employers.* A statement of availability shall be issued promptly to an individual when any of the circumstances set forth below is found to exist in his case.

An individual whose last employment is or was in an essential activity or a locally needed establishment shall receive a statement of availability from his employer when:

(a) He has been discharged, or his employment has been otherwise terminated by his employer, or

(b) He has been laid off for an indefinite period, or for a period of seven or more days, or

(c) Continuance of his employment would involve undue personal hardships, or

(d) Such employment is or was at a wage or salary or under working conditions below standards established by State or Federal law or regulations, or

(e) Such employment is or was at a wage or salary below a level established or approved by the National War Labor Board (or other agency authorized to adjust wages or approve adjustments thereof) as warranting adjustment, and the employer has failed to adjust the wage in accordance with such level or to apply to the appropriate agency for such adjustment or approval thereof.

SEC. 6. *Referral of workers by United States Employment Service.* (a) If the employer fails or refuses to issue a statement of availability the United States Employment Service of the War Manpower Commission, upon finding that the worker is eligible for referral, shall refer the individual to employment in accordance with the provisions of this program.

(b) The United States Employment Service of the War Manpower Commission may refer any individual in the employ of an employer whom the War Manpower Commission finds, after notice, hearing, and final decision, has not complied with any War Manpower Commission employment stabilization program, regulation, or policy, and for so

long as such employer continues his noncompliance after such finding.

(c) If an individual is employed at less than full time, or at a job which does not utilize his highest recognized skill for which there is a need in the war effort, the United States Employment Service of the War Manpower Commission may, upon his request, refer him to other available employment in which it finds that the individual will be more fully utilized in the war effort.

(d) The issuance of a referral card by the United States Employment Service of the War Manpower Commission shall constitute a certification that the employee is eligible under War Manpower Commission regulations and this program for employment to which he is being referred and there shall be no obligation on the new employer to inquire with respect to said eligibility.

(e) A worker seeking referral to employment under any circumstances except where he has been laid off or discharged from his last employment by his employer, shall be urged to remain on his job until the statement is issued by his employer or referral is made by the United States Employment Service of the War Manpower Commission unless remaining on the job would subject him to undue personal hardship.

SEC. 7. *Special hiring provisions.* (a) Railroads, and other employers subject to the Railroad Retirement Act or the Railroad Unemployment Insurance Act, shall hire new workers who have not worked (or resided, if not previously employed) within the locality of the new employment in the 30 days preceding such hiring only through the Railroad Retirement Board's Employment Service. All orders for such workers shall be cleared by the latter agency with the United States Employment Service of the War Manpower Commission before recruiting from outside the area is undertaken.

(b) Since appointments to the Departmental Services of the Federal Government in Washington, D. C., are required by law to be apportioned among the several states, the Civil Service Commission is not required to secure clearance from the United States Employment Service of the War Manpower Commission before recruiting outside the area to fill such positions, and persons recruited to fill such positions may be hired without clearance from the United States Employment Service of the War Manpower Commission in this area. However, the provisions of any employment stabilization program in effect in the area from which the person is recruited will be complied with. Hiring by departments and agencies of the Federal Government for positions which are subject to the rules and regulations of the United States Civil Service Commission, which, so far as is consistent with the laws under which it operates, shall conduct its recruiting activities and make referrals in accordance with the War Manpower Commission's policies, procedures and standards. The provisions of this plan shall not be applicable to transfer between agencies of the Federal Government. Except as indicated the Civil Service Commission shall clear its job openings with the local United States Employment Service of the War Manpower Commission office before recruiting outside the area. The District of Columbia Government shall conform with the provisions of this program insofar as positions subject to the Civil Service Act and Rules and the Joint Regulations are concerned.

(c) The War Shipping Administration shall conduct its recruitment activities and make referrals in accordance with the War Manpower Commission's policies, procedures, and standards.

SEC. 8. *Exclusions.* No provisions of this employment stabilization program shall be applicable to:

(a) The hiring of a new employee for agricultural employment;

(b) The hiring of a new employee for work of less than seven days' duration, or for work which is supplementary to the employees' principal work, but such work shall not constitute the individual's "last employment" for the purposes of the program, unless the employee is customarily engaged in work of less than seven days' duration;

(c) The hiring of an employee in any territory or possession of the United States, except Alaska and Hawaii;

(d) The hiring by the legislative and judicial branches of the Federal Government or by a foreign, State, county, or municipal government, or to the hiring of any of their employees, unless such legislative or judicial branches of the Federal Government or foreign, State, county, or municipal government or political subdivision or agency or instrumentality has indicated its willingness to conform to the maximum extent practicable under the Constitution and laws applicable to it, with the program;

(e) The hiring of a new employee for domestic service;

(f) The hiring of a school teacher for vacation employment or the re-hiring of a school teacher for teaching at the termination of the vacation period.

SEC. 9. *Appeals.* Any worker or employer may appeal from any act or failure to act by the War Manpower Commission under the employment stabilization program in accordance with regulations and procedures of the War Manpower Commission. The granting or denial of a referral by the United States Employment Service of the War Manpower Commission may be appealed by an employer or an employee providing an appeal is filed within five days from the receipt of notice of such determination with the United States Employment Service local office.

SEC. 10. *Contents of statements of availability.* A statement of availability issued to an individual pursuant to the program shall contain only the individual's name, address, social security account number, if any, the name and address of the issuing employer, the date of issuance, and such other information not prejudicial to the employee in seeking new employment as may be authorized or required by the War Manpower Commission.

SEC. 11. *Solicitation of workers.* No employer shall advertise or otherwise solicit for the purpose of hiring any individual if the hiring of such an individual would be subject to restrictions under this employment stabilization program, except in a manner consistent with such restrictions.

SEC. 12. *Hiring.* The decision to hire or refer a worker shall be based on qualifications essential for performance of, or suitability for the job, and shall be made without discrimination as to race, color, creed, sex, national origin, or, except as required by law, citizenship.

SEC. 13. *Representation.* Nothing contained in the program shall be construed to restrict any individual from seeking the advice and aid of, or from being represented by the labor organization of which he is a member, or any other representative freely chosen by him, at any step in the operation of the program. Nothing contained in this program shall change, modify, or restrict any collective bargaining agreement existing between the bargaining agency of the employees and their employers.

SEC. 14. *General referral policies.* No provision in the program shall limit the authority of the United States Employment Service of the War Manpower Commission to make referrals in accordance with approved policies and instructions of the War Manpower Commission.

SEC. 15. *Release of workers hired contrary to the program.* If the War Manpower Commission determines that an employer has hired any worker contrary to this program, the employer shall upon notice of such determination release the worker from his employ. Any worker so released shall be referred to his last previous employer if that employer desired to re-hire him; and if not, to employment by, or in accordance with arrangements approved by the United States Employment Service of the War Manpower Commission, where he will contribute most to the furtherance of the war program.

SEC. 16. *Discontinuance of inter-area releases.* The provisions of the previous Area Employment Stabilization Program, requiring migrant workers to obtain and present inter-area releases, are hereby rescinded.

SEC. 17. *Enforcement.* The Area Director or his designated representative shall take such action as is necessary to effect compliance with this program in accordance with authority provided under applicable Congressional enactments, executive orders, and regulations of the War Manpower Commission.

SEC. 18. *Effective date.* The provisions of this program shall become effective July 1, 1944.

All programs in force as of the above effective date, are superseded by this program.

SEC. 19. *Interpretations and procedures.* Interpretations of this program

and instructions or procedures relative to its operation shall be issued from time to time, as may be necessary, by the Area Director of the War Manpower Commission.

SEC. 20. *Amendments.* This program may be altered or amended in the same manner as provided for in its original adoption.

Dated: June 17, 1944.

ERNEST V. CONNALLY,
Area Director.

Approved: June 19, 1944.

HENRY J. TREID,
Regional Director.

[F. R. Doc. 44-13891; Filed, Sept. 8, 1944; 4:09 p. m.]

WAR PRODUCTION BOARD.

[C-206]

MUTUAL SHOE CO.

Mutual Shoe Company, 135 Maple Street, Marlboro, Massachusetts, engaged in the manufacture of shoes, is charged by the War Production Board with having manufactured during the period from September 1, 1943, to March 1, 1944, 24,613 pairs of women's and growing girls' shoes in a price range of $2.66 to $2.91 which was in excess of its civilian line quota of 6105 pairs for such line, as established under War Production Board Conservation Order M-217, by 18,508 pairs. Said Mutual Shoe Company admits the violation but denies that it was wilful and does not care to contest the issue of wilfulness and has consented to the issuance of this order. Mutual Shoe Company has for the current period ending August 31, 1944, reduced its manufacture in said line by 2,500 pairs under its established quota.

Wherefore, upon the agreement and consent of Mutual Shoe Company, the Regional Compliance Chief and the Regional Attorney and upon the approval of the Compliance Commissioner: *It is hereby ordered,* That:

(a) Mutual Shoe Company, its successors or assigns shall not avail itself of its quota for, and shall not manufacture, women's and growing girls' shoes in a price range of $2.66 to $2.91 during the period beginning September 1, 1944, and ending February 28, 1945, unless hereafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Mutual Shoe Company from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on September 1, 1944.

Issued this 8th day of September 1944.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 44-13892; Filed, Sept. 8, 1944; 4:15 p. m.]

[Cert. 107, Revocation]

COMMON CARRIERS OF PROPERTY BY MOTOR VEHICLE

COORDINATED OPERATIONS BETWEEN ST. LOUIS, MO., AND POINTS IN ILLINOIS

The ATTORNEY GENERAL.

Pursuant to section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), I hereby withdraw the certificate and finding dated August 2, 1943 (8 F.R. 11117), concerning Supplementary Order ODT 3, Revised-48, issued by the Director of the Office of Defense Transportation with respect to coordinating the operations of certain common carriers of property by motor vehicle between St. Louis, Missouri, and points in Illinois.

Dated: September 5, 1944.

J. A. KRUG,
Acting Chairman.

[F. R. Doc. 44-13989; Filed, Sept. 11, 1944; 10:44 a. m.]

WAR SHIPPING ADMINISTRATION.

"LILLIAN ANNE"

NOTICE OF DEPOSIT ON ACCOUNT OF JUST COMPENSATION FOR REQUISITIONED VESSEL

Notice is hereby given that the sum of $22,500.00 was deposited with the Treasurer of the United States on September 6, 1944, pursuant to the provisions of section 902 of the Merchant Marine Act, 1936, as amended (57 Stat. 45), and Executive Order 9054, February 7, 1942, (7th F.R. 837), on account of just compensation for title to the vessel "Lillian Anne" (Official No. 111,098), which was requisitioned by the United States of America, represented by the War Shipping Administrator, on July 9, 1943.

By order of the War Shipping Administrator.

[SEAL] A. J. WILLIAMS,
Secretary.

SEPTEMBER 7, 1944.

[F. R. Doc. 44-13923; Filed, Sept. 9, 1944; 10:31 a. m.]